

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **CAROL ROSS**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter  
R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,  
regarding the rental premises at **YELLOWKNIFE, NT.**

BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

- and -

**CAROL ROSS**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.
2. Pursuant to section 45(4)(b) of the *Residential Tenancies Act*, the respondent shall not breach her obligation to report the household income in accordance with the tenancy agreement again.

DATED at the City of Yellowknife, in the Northwest Territories this 1st day of March,  
2013.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **CAROL ROSS**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter  
R-5 (the "Act");

AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

-and-

**CAROL ROSS**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 13, 2013

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Ella Newhook, representing the applicant  
Carol Ross, respondent

**Date of Decision:** February 13, 2013

### **REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent, failing to pay the required security deposit and failing to report the household income in accordance with the tenancy agreement. The applicant served the respondent a *Notice of Early Termination* on January 18, 2013 seeking vacant possession on January 31, 2013. The application was filed on January 22, 2013.

The applicant stated that the respondent paid the rent arrears and outstanding security deposit and reported the household income on February 6, 2013. The respondent remains in possession of the premises. The applicant sought an order terminating the tenancy agreement and evicting the respondent. The premises are subsidized public housing.

The respondent did not dispute the allegations.

This tenancy agreement has only been in effect since August, 2012. The respondent ignored her obligations as a tenant practically from the start, falling into arrears in September, 2012, failing to pay the remainder of her security deposit when it came due and failing to report her household income. She has now corrected the situation. In my opinion, the respondent must continue to meet her obligations each month if she is to continue as a tenant. I do not believe that termination and eviction is a reasonable remedy at this time.

Consequently, I shall issue an order for the respondent to pay future rent on time and to not breach her obligation to report the household income again.

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Hal Logsdon  
Rental Officer