

IN THE MATTER between **YELLOWKNIVES DENE FIRST NATION**, Applicant,
and **LAWRENCE DRYGEESE**, 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,
regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

YELLOWKNIVES DENE FIRST NATION

Applicant/Landlord

- and -

LAWRENCE DRYGEESE

Respondent/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as Unit #10, Dettah, NT shall be terminated on May 31, 2002 and the respondent shall vacate the rental premises on that date, unless rent arrears in the amount of eleven thousand three hundred forty two dollars and ninety eight cents (\$11,342.98) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of May,
2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIVES DENE FIRST NATION**, Applicant,
and **LAWRENCE DRYGEESE**, 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:

YELLOWKNIVES DENE FIRST NATION

Applicant/Landlord

-and-

LAWRENCE DRYGEESE

Respondent/Tenants

REASONS FOR DECISION

Date of the Hearing: May 15, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Gerry Cheezie, representing the applicant
Lawrence Drygeese, respondent

Date of Decision: May 15, 2002

REASONS FOR DECISION

I note that the application was filed against Lawrence Drygeese and Edith Wellin but the written tenancy agreement is between the applicant and Lawrence Drygeese as sole tenant. Therefore this order shall be filed in the name of Lawrence Drygeese as tenant.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order to pay alleged rent arrears and termination of the tenancy agreement.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing as at April 5, 2002 in the amount of \$11,455.33. The applicant sought an order for that amount. The applicant also provided a copy of an agreement made between the parties on September 6, 2001 obligating the respondent to pay arrears in monthly installments of \$100. The applicant testified that this agreement was breached by the respondent. The ledger supports the applicant's allegation.

The respondent did not dispute the allegations and stated that he had been unable to pay rent regularly as he was not always employed.

The rent has been assessed at the minimum rent for over 12 months. While the ledger indicates that the respondent does make occasional payments, usually in excess of his assessed rent, they are neither regular nor in accordance with the agreement between the parties. A previous order was filed by the rental officer on July 25, 2001 requiring the respondent to pay rent arrears and

costs related to tenant damages and to pay future rent on time. The order has not been satisfied.

In my opinion, the applicant has made every effort to collect these arrears in an orderly fashion.

There is a recognition by the landlord that the arrears have accumulated over a long period of

time and no expectation that the respondent will be able to retire them rapidly. However, the

respondent appears unwilling to make orderly payments to retire this debt, leaving the landlord

with no other remedy but termination. In my opinion, there are sufficient grounds to terminate the

tenancy agreement unless the arrears are promptly paid.

I find the respondent has breached the tenancy agreement by failing to pay the lawful rent to the

landlord. I find the rent arrears to be \$11,342.98 calculated as follows:

| | |
|------------------------------------|--------------------|
| Rent assessed since previous order | \$288.00 |
| Rent paid since previous order | (972.00) |
| Previous order - rent arrears | 11,606.00 |
| Previous order - repairs | <u>420.98</u> |
| Balance of arrears owing | \$11,342.98 |

There will be no order issued for the payment of the rent arrears as the previous order is

sufficient.

Hal Logsdon
Rental Officer