IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and **JASON DRYBONES AND VIOLET WILLIAH**, Respondents;

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 **RAE, NT.**

BETWEEN:

RAE-EDZO HOUSING AUTHORITY

Applicant/Landlord

- and -

JASON DRYBONES AND VIOLET WILLIAH

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 84(3) and 41(4)(a) of the *Residential Tenancies Act*, the previous order (Dogrib Rae Band Housing Division and Jason Drybone and Violet Williah-Drybone, File # 10-6115, filed on April 11, 2000) is rescinded and the respondents shall pay to the applicant rent arrears in the amount of forty nine thousand nine hundred fifty one dollars and fifty six cents ($49,951.56).

2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit #418, Rae, NT shall be terminated on March 31, 2004 and the respondents shall vacate the premises on that date.

    DATED at the City of Yellowknife, in the Northwest Territories this 4th day of March, 2004.

    _____
    Hal Logsdon
    Rental Officer

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BETWEEN:

RAE-EDZO HOUSING AUTHORITY

Applicant/Landlord

-and-

JASON DRYBONES AND VIOLET WILLIAH

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: **March 1, 2004**

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

Appearances at Hearing: **Mike Keohane, representing the applicant**
Rose Dryneck, witness for the applicant

Date of Decision: **March 4, 2004**

REASONS FOR DECISION

The respondents were served Notices of Attendance on February 16, 2004 but failed to appear at the hearing. The hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement between the parties. The applicant provided copies of the tenant rent ledger in evidence which indicated a balance of rent owing as at January 2, 2004 in the amount of $47,897.56. The applicant stated that no additional rent had been paid since that date.

With the exception that the rent assessed on the household income form dated April 1, 2003 is higher than the rent actually charged and entered on the ledger, the ledger appears to be in order. The full unsubsidized rent was charged on numerous occasions but has been adjusted to a lower figure, presumably based on income. The written tenancy agreement requires that the rent be paid in advance on the first day of the month. Taking into consideration the February and March, 2004 rent, I find the rent arrears to be $49,951.56 calculated as follows:

Rent arrears as per leger - Jan 02/04	$47,897.56
February, 2004 rent	1027.00
March, 2004 rent	1027.00
Balance owing	$49,951.56

I find the respondents in breach of their obligation to pay rent and find the arrears to be $49,951.56. The tenants have made only two payments of rent since March 2001. I see little

indication that they intend to pay rent in accordance with the tenancy agreement. A previous

order permitted the respondents to pay the rent arrears in monthly installments. As that order had

little effect the termination of the tenancy agreement appears to be the only remaining remedy. In

my opinion, there are sufficient grounds to terminate the tenancy agreement.

An order shall issue rescinding the previous order and requiring the respondents to pay the

applicant rent arrears in the amount of $49,951.56 and terminating the tenancy agreement on

March 31, 2004.

Hal Logsdon
Rental Officer