

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **AILEEN DRYBONES**, 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:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

AILEEN DRYBONES

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of eight hundred twenty four dollars (\$824.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 2042 Sissons Court, Yellowknife, NT shall be terminated on September 15, 2004 and the respondent shall vacate the premises on that date, unless the rent arrears and rent for September, 2004, in the total amount of one thousand three hundred fifty three dollars (\$1353.00) are paid in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 31st day of August, 2004.

Hal Logsdon
Rental Officer

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and **AILEEN DRYBONES**, 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-

AILEEN DRYBONES

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 31, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Mary George, representing the applicant

Date of Decision: August 31, 2004

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on August 24, 2004 but failed to appear at the hearing. The hearing was held in her absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement. The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$824. The applicant indicated that the September rent would become due on September 1, 2004 bringing the balance owing to \$1353.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$824. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and September rent are promptly paid. The written tenancy agreement between the parties obligates the tenant to pay rent in advance on the first day of each month.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$824. The order shall terminate the tenancy agreement on September 15, 2004 unless the respondent pays the applicant \$1353, which represents the rent arrears and the September, 2004 rent. Should the tenancy agreement continue, the respondent is ordered to pay future rent on time.

Hal Logsdon
Rental Officer