

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and **SAMANTHA EKENDIA AND RUSSELL DRYBONES**, 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-EDZO, NT**.

BETWEEN:

RAE-EDZO HOUSING AUTHORITY

Applicant/Landlord

- and -

SAMANTHA EKENDIA AND RUSSELL DRYBONES

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of three thousand one hundred seventy three dollars (\$3173.00).
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 Unit 477, Weda Tili, Rae, NT shall be terminated on March 31, 2005 and the respondents shall vacate the premises on that date, unless the rent arrears and outstanding security deposit in the total amount of three thousand three hundred twenty three dollars (\$3323.00) is paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of March, 2005.

Hal Logsdon
Rental Officer

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BETWEEN:

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-and-

SAMANTHA EKENDIA AND RUSSELL DRYBONES

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: March 2, 2005

Place of the Hearing: Rae-Edzo, NT

Appearances at Hearing: Bob Richardson, representing the applicant
Russell Drybones, respondent

Date of Decision: March 2, 2005

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to provide the full amount of the required security deposit. The applicant sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement between the parties. The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$3173.

The applicant testified that the respondents had failed to report their income from employment insurance and when the income was discovered, the rent was retroactively adjusted to the actual household income. The applicant provided a verification of that income from the Government of Canada.

The respondent stated that he was about to start a new job and did not know what he would be making in salary. He had no suggestions concerning the repayment of the arrears. He did not dispute the allegations concerning the security deposit. The tenancy agreement commenced in July, 2004, making the balance of the deposit due.

I find the respondents in breach of their obligation to pay rent and to provide the required security deposit. I find the rent arrears to be \$3173 and the outstanding security deposit to be \$150. The respondents misrepresented their income which is, in itself, a breach of the tenancy agreement. After the true household income was discovered in November, 2004 the respondents stopped

paying rent altogether. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears and the outstanding security deposit are promptly paid.

An order shall issue requiring the respondents to pay the rent arrears in the amount of \$3173 and terminating the tenancy agreement on March 31, 2005 unless the arrears and the outstanding security deposit in the total amount of \$3323 is paid in full.

Hal Logsdon
Rental Officer