

IN THE MATTER between **RAE -EDZO HOUSING AUTHORITY**, Applicant, and **ELIZABETH DRYNECK**, 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 **RAE-EDZO, NT**.

BETWEEN:

**RAE-EDZO HOUSING AUTHORITY**

Applicant/Landlord

- and -

**ELIZABETH DRYNECK**

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 eleven thousand one hundred sixty dollars (\$11,160.00).
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 322, Ehts Ehtse Tili, Rae, NT, shall be terminated on February 15, 2006 or as soon thereafter provided that the applicant has offered the respondent a tenancy agreement for premises located in the community senior citizens home.

DATED at the City of Yellowknife, in the Northwest Territories this 26th day of January, 2006.

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**ELIZABETH DRYNECK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 24, 2006

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

**Appearances at Hearing:** Robert Richardson, representing the applicant  
Elizabeth Dryneck, respondent  
Mary Rose Koyina, interpreter

**Date of Decision:** January 24, 2006

**REASONS FOR DECISION**

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 termination of the tenancy agreement.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$11,160. The rent account has been in arrears since October, 2000 and no rent payments have been made since then.

The respondent is a senior citizen. Her son lives with her but the respondent is the sole tenant named on the tenancy agreement. The rent which has been assessed is based solely on the income of the respondent's son, as the income of senior citizens is not considered assessable income for purposes of rent calculation.

The applicant stated that they intended to offer the respondent premises in the community senior citizen's home and that she had agreed to move when the premises were available for occupancy.

The applicant estimated that the premises would be available by February 15, 2006.

These rent arrears have accumulated due to the income of the respondent's son, who apparently will not contribute to the rent. In my opinion, the landlord's offer of premises in the senior's facility and request for termination of the tenancy agreement is a reasonable remedy. The

respondent will continue to enjoy adequate shelter and her current premises will become available to a household in need who is willing to pay rent.

Although these rent arrears did not accumulate based on the respondent's income, she is nevertheless legally responsible for them as she is the sole tenant. I find the rent arrears to be \$11,160.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$11,160. The tenancy agreement shall be terminated on February 15, 2006 or as soon thereafter as the applicant has offered the respondent a tenancy agreement for premises located in the community senior citizens home.

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Hal Logsdon  
Rental Officer