

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

BETWEEN:

**RAE-EDZO HOUSING AUTHORITY**

Applicant/Landlord

- and -

**LENA 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 one hundred twenty eight dollars (\$128.00).
2. Pursuant to sections 41(4)(c) and 43(3)(d) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit #354, Kaytay Whee Tili, Rae, NT shall be terminated on February 28, 2006 and the respondent shall vacate the premises on that date.

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

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and  
**LENA 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:

**RAE-EDZO HOUSING AUTHORITY**

Applicant/Landlord

-and-

**LENA DRYBONES**

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

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

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance on January 3, 2006, 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 by disturbing other tenants. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement. A previous order (File #10-8565, filed on September 21, 2005) required the respondent to pay rent arrears of \$995.93, not disturb other tenants in the future and to pay future rent on time.

The applicant provided notices and a note to file outlining four incidents of disturbance since the last application was heard. Most of the incidents involved noise and several alleged that drugs were being used in the premises. The applicant also provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$1027.93.

I find the respondent in breach of her obligations to pay rent and to not disturb other tenants.

Despite numerous notices and an order, the respondent continues to disturb her neighbours and has not paid the previous arrears or the current rent. In my opinion, termination of the tenancy agreement is the only remaining remedy to protect the landlord from further loss and ensure the landlord's other tenants are not continually disturbed by the behaviour of the respondent.

Applying the \$96 dollars paid since the issuance of the last order to the satisfaction of that order,

I find rent arrears in the amount of \$128 calculated as follows:

Previous order	\$995.93
less rent paid since last order	<u>(96.00)</u>
Unsatisfied balance of previous order	\$889.93
plus rent assessed since last order	<u>128.00</u>
Total arrears as per ledger	\$1027.93

An order shall issue requiring the respondent to pay rent arrears in the amount of \$128 and terminating the tenancy agreement on February 28, 2006.

---

Hal Logsdon  
Rental Officer