

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and
NOEL DRYBONES AND MARIE 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 -

NOEL DRYBONES AND MARIE 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 eleven thousand fifty six dollars and eighteen cents (\$11,056.18).
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 256, Edzia Tili, Rae, NT shall be terminated on February 28, 2006 and the respondents shall vacate the premises

on that date, unless the rent arrears are paid in full and the respondents have reported the household income to the applicant in accordance with the tenancy agreement.

DATED at the City of Yellowknife, in the Northwest Territories this 31st day of January, 2006.

Hal Logsdon
Rental Officer

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BETWEEN:

RAE-EDZO HOUSING AUTHORITY

Applicant/Landlord

-and-

NOEL DRYBONES AND MARIE DRYBONES

Respondents/Tenants

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 respondents were served with Notices of Attendance sent by registered mail to the rental premises. The applicant testified that the respondents were still in possession of the premises. The respondents failed to appear at the hearing and 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 premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$11,056.18. The full, unsubsidized rent was charged for December, 2005 and January, 2006. The applicant testified that the full rent was assessed because the respondents failed to make any income information available on which to calculate the rent. The ledger indicates that no rent payments have been made since January, 2005.

I find the ledger in order and find the respondents in breach of their obligation to pay rent and to report the household income in accordance with the tenancy agreement. I find the rent arrears to be \$11,056.18 but note that the landlord is obliged to adjust the December, 2005 and the January, 2006 rent in accordance with the rent scale if the respondents report the household income. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid and the respondents report the household income to the landlord in accordance

with the tenancy agreement

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$11,056.18 and terminating the tenancy agreement on February 28, 2006 unless the arrears are paid in full and the household income is reported to the landlord in accordance with the tenancy agreement

Hal Logsdon
Rental Officer