

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and  
**GABRIEL RABESCA**, 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 -

**GABRIEL RABESCA**

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 three thousand one hundred one dollars (\$3101.00).
2. 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 23rd day of  
February, 2006.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**RAE-EDZO HOUSING AUTHORITY**

Applicant/Landlord

-and-

**GABRIEL RABESCA**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 21, 2006

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

**Appearances at Hearing:** Robert Richardson, representing the applicant

**Date of Decision:** February 21, 2006

**REASONS FOR DECISION**

The application was filed against respondents Monique Etlonzo and Gabriel Rabesca. I note that the written tenancy agreement dated March 21, 1995 names Gabriel Rabesca and Annette Fish as joint tenants and Ms. Etlonzo as an occupant. The applicant stated that there was no superseding tenancy agreement. As Ms. Etlonzo is not a tenant and Ms Fish was not named on the application, this order shall be made against Gabriel Rabesca only. The style of cause of the order shall be made accordingly.

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicant also alleged that the respondent was no longer eligible for a three bedroom house since the household was comprised of only two adults. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$3101. Most of these arrears accumulated in 1996 and 1997. Since that time the respondent has been paying rent irregularly but enough to prevent the arrears from increasing more than \$300-\$400. It would appear from the household income declared that the

respondent currently has limited ability to pay the arrears.

The applicant stated that at present there was no accommodation available in their portfolio which would be more suitable in size for the respondent's household.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$3101.

In my opinion, the termination of this tenancy agreement would only serve to deprive Ms. Etlonzo of shelter. Should alternate accommodation be made available to Ms. Etlonzo, then consideration of termination of the tenancy agreement would be reasonable. The request for termination is denied.

An order shall issue requiring the respondent to pay future rent on time and to pay rent arrears in the amount of \$3101.

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Hal Logsdon  
Rental Officer