

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and **JOHNNY DRYNECK (JR.)**, 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 **BEHCHOKO, NT**.

BETWEEN:

**RAE-EDZO HOUSING AUTHORITY**

Applicant/Landlord

- and -

**JOHNNY DRYNECK (JR.)**

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 four hundred seventy two dollars (\$472.00).
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, Behchoko, NT, shall be terminated on May 31, 2008 and the respondent shall vacate the premises on that date, unless the rent arrears in the amount of four hundred seventy two dollars (\$472.00) are paid in full.

3. 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 12th day of March, 2008.

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Hal Logsdon  
Rental Officer

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AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

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BETWEEN:

**RAE-EDZO HOUSING AUTHORITY**

Applicant/Landlord

-and-

**JOHNNY DRYNECK (JR.)**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 21, 2008

**Place of the Hearing:** Behchoko, NT

**Appearances at Hearing:** John St. Louis, representing the applicant  
Mike Keohane, representing the applicant  
Rose Dryneck, representing the applicant

**Date of Decision:** March 12, 2008

**REASONS FOR DECISION**

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

The applicant alleged that the respondent had failed to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement in three months unless the rent arrears were paid in full. 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 \$13,185. The full unsubsidized rent was assessed for the month of February, 2008. The applicant stated that they had not received the rent assessment report and assumed the respondent had failed to report the household income.

The applicant entered into a month-to-month tenancy agreement with the respondent and his mother as joint tenants commencing on April 1, 2006. Prior to that date, the premises were rented to the respondent's mother who appeared as sole tenant on the tenancy agreement. The rent arrears indicated on the ledger include the arrears which accrued prior to April 1, 2006.

These are not the responsibility of the respondent. Two additional month-to-month tenancy agreements were formed on October 1, 2006 and April 01, 2007 between the applicant and the respondent as sole tenant.

There is insufficient evidence to conclude that the respondent has not reported any income on which to calculate the rent for February, 2008. The application of the full unsubsidized rent is, in my opinion, unreasonable unless there is sufficient evidence that the respondent has failed to report any income. I am unable to determine the rent for February, 2008.

Ignoring the February rent, I nevertheless find the respondent in breach of his obligation to pay rent and find rent arrears in the amount of \$472, calculated as follows:

Rent assessed from April/06 to January/08	\$704
Rent paid since April/06	<u>(232)</u>
Rent arrears	\$472

Although a small amount, the rent arrears represent almost 15 months of unpaid rent, In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent is paid in full. The applicant's request that the rent be paid in three months is quite reasonable.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$472 and terminating the tenancy agreement on May 31, 2008 unless that amount is paid in full. Should the tenancy agreement continue, the respondent is ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer