

IN THE MATTER between **BEHCHOKO KO GHA K'AODEE**, Applicant, and
DARREL BASE AND MAUREEN DRYBONES, Respondents;

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

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **BEHCHOKO, NT**.

BETWEEN:

BEHCHOKO KO GHA K'AODEE

Applicant/Landlord

- and -

DARREL BASE AND MAUREEN DRYBONES

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of six thousand four hundred forty six dollars (\$6446.00). The rent arrears shall be paid in monthly installments of fifty dollars (\$50.00) payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on April 30, 2011.
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of May,
2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **BEHCHOKO KO GHA K'AODEE**, Applicant, and
DARREL BASE AND MAUREEN 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.

BETWEEN:

BEHCHOKO KO GHA K'AODEE

Applicant/Landlord

-and-

DARREL BASE AND MAUREEN DRYBONES

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: April 7, 2011

Place of the Hearing: Behchoko, NT

Appearances at Hearing: Rose Dryneck, representing the applicant
Darrel Base, respondent
Maureen Drybones, respondent

Date of Decision: April 7, 2011

REASONS FOR DECISION

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. 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 \$6446. The full unsubsidized rent of \$1149 has been applied in April, 2011. The applicant stated that the respondents had not submitted any income information to enable a subsidized rent to be calculated for that month.

The respondents did not dispute the allegations and stated that they could pay the monthly rent plus an additional \$50 until the rent arrears were paid in full. The applicant only agreed to withdraw the request for termination of the tenancy agreement if the respondents paid the arrears in installments of \$100/month and to pay the monthly rent on time.

In my opinion, the respondents' proposal is reasonable and the tenancy agreement should be permitted to continue provided the respondents do not breach this order.

I find the ledger in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$6446. I find the application of the full unsubsidized rent to be reasonable but advise the parties that those rents must be adjusted as necessary if the respondents report the

household income.

An order shall issue requiring the respondents to pay the monthly rent on time and to pay the rent arrears of \$6446 in monthly installments of \$50 on the last day of every month until the rent arrears are paid in full. The first payment shall be due on April 30, 2011.

Should the respondents fail to pay the monthly rent or fail to make the monthly payments of arrears, the applicant may file another application seeking the full payment of any outstanding balance and termination of the tenancy agreement.

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer