

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and
DANIEL DRYBONES AND MAXINE BISHOP, 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 **BEHCHOKO, NT**.

BETWEEN:

RAE-EDZO HOUSING AUTHORITY

Applicant/Landlord

- and -

DANIEL DRYBONES AND MAXINE BISHOP

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 thirty six thousand three hundred twenty eight dollars and ten cents (\$36,328.10).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit 628B, Behchoko, NT, shall be terminated on August 31, 2009 and the respondents shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of August,
2009.

Hal Logsdon
Rental Officer

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BETWEEN:

RAE-EDZO HOUSING AUTHORITY

Applicant/Landlord

-and-

DANIEL DRYBONES AND MAXINE BISHOP

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: **July 31, 2009**

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

Appearances at Hearing: **Robert Richardson, representing the applicant**
 Rose Dryneck, representing the applicant
 Berna Wellin, witness for the applicant

Date of Decision: **August 14, 2009**

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail and confirmed delivered. 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. 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 \$43,339.10. The full unsubsidized rent has been applied in every month since October, 2006. The applicant's witness, the subsidy agent, testified that the respondents had failed to provide any income information on which to calculate a subsidized rent except for the months of December/06, July/07 and August/07. The applicant's witness stated that although she had income information for those three months, she applied the full unsubsidized rent because there was no written tenancy agreement between the parties.

A former tenancy agreement between the parties was terminated by order on September 30, 2005.

The parties entered into a new tenancy agreement on April 1, 2006 for a three month term. I shall only deal with the rent arrears since April 1, 2006. The applicant stated that at the expiry of that

tenancy agreement, the respondents were asked to come into the office and execute a new tenancy agreement but failed to do so. The applicant stated that they were willing to continue the tenancy agreement, a fact that is supported by the landlord's lack of any action for the following three years to evict the tenant. In my opinion, there is an implied tenancy agreement between the parties. The application of the full unsubsidized rent for the three months (December/06, July/07 and August/07) is not reasonable. However, I find the application of the full unsubsidized rent for the months when the respondents failed to provide any income information to be reasonable.

I find the respondents in breach of their obligation to pay rent and find the rent arrears for the present tenancy agreement to be \$36,328.10 calculated as follows.

<u>period</u>	<u>months</u>	<u>rent</u>	<u>total</u>
Apr/06 to Sept/06	6	\$ 32.00	\$ 192.00
Oct/06 to Nov/06	2	\$ 1,157.00	\$ 2,314.00
Dec/06	1	\$ -	\$ -
Jan/07 to March/07	3	\$ 1,157.00	\$ 3,471.00
April 07 to June 07	3	\$ 1,213.00	\$ 3,639.00
July/07	1	\$ -	\$ -
Aug/07	1	\$ -	\$ -
Sept/07 to March/08	7	\$ 1,213.00	\$ 8,491.00
April/08 to March/09	12	\$ 1,161.00	\$ 13,932.00
April/09 to July/09	4	\$ 1,149.00	\$ 4,596.00

	\$ 36,635.00
Rent paid	<u>\$ 306.90</u>
Total	\$ 36,328.10

In my opinion there are sufficient grounds to terminate the tenancy agreement. The respondents have failed to report their income for most months over the past three years and have paid only \$306.90 in rent. I see little or no intention to comply with their obligations as public housing tenants.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$36,328.10 and terminating the tenancy agreement on August 31, 2009.

Hal Logsdon
Rental Officer