

IN THE MATTER between **RAE EDZO HOUSING AUTHORITY**, Applicant, and
ELIZABETH DRYBONES, 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 -

ELIZABETH DRYBONES

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 one hundred fifty six dollars (\$156.00).
2. Pursuant to section 43(3)(d) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 628A Bino Tili, Behchoko, NT shall be terminated on July 31, 2010 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of July,
2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **RAE EDZO HOUSING AUTHORITY**, Applicant, and
ELIZABETH DRYBONES, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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BETWEEN:

RAE EDZO HOUSING AUTHORITY

Applicant/Landlord

-and-

ELIZABETH DRYBONES

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **July 16, 2010**

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

Appearances at Hearing: **Rose Dryneck, representing the applicant**
 Elizabeth Drybones, respondent

Date of Decision: **July 21, 2010**

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by disturbing other tenants. The applicant sought an order requiring the respondent 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 \$3869. The full unsubsidized rent has been assessed in June and July, 2010. The applicant stated that the respondent had reported the household income to enable a rent based on income to be calculated but the rent had not yet been determined. There was no income information available at the hearing to determine what the appropriate rent for those months should be.

The applicant provided four written complaints from other tenants in evidence related to disturbances between February, 2009 and May, 2010. The applicant also provided two notes to file that had been produced by staff regarding their observations of disturbances and warnings to the respondent between May and June, 2010. A written notice, dated June 22, 2010 was also provided regarding a disturbance. The disturbances were primarily caused by late parties and loud behaviour involving alcohol.

The respondent did not dispute that she had failed to pay rent. She also acknowledged that she had a lot of friends come over to the house who drank and caused noise.

The tenancy agreement between the parties commenced on October 1, 2009. It was preceded by another tenancy agreement made between the applicant and Elizabeth Drybones and David Boline as joint tenants. Although these are two separate tenancy agreements, the applicant's accounting treats them as one. There is no indication that any security deposit provided by the joint tenants was applied to rent arrears at the end of that agreement.

Section 68 imposes a time limit on applications.

- 68.(1) An application by a landlord or a tenant to a rental officer must be made within six months after the breach of an obligation under this Act or the tenancy agreement or the situation referred to in the application arose.**
- (2) A landlord or a tenant making an application to a rental officer for an order or a decision under this Act must file the application with the rental officer and serve a copy of the application on the other party within at least 14 days after the filing of the application.**
- (3) A rental officer may extend the time for the making of an application to the rental officer, whether or not the time for making the application to a rental officer has expired, where the rental officer is of the opinion that it would not be unfair to do so.**

The application was filed on June 7, 2010 over eight months after the joint tenancy ended. It has been the practice of this tribunal to not grant extensions unless there is a valid reason why the application could not have been made within the prescribed time limitation. There is no evidence to suggest that an application could not have been made within the six month limitation.

Therefore I shall only consider the rent arrears which relate to this tenancy agreement which commenced on October 1, 2009. I find those rent arrears to be \$156, calculated as follows:

Rent, Oct/09 to May/10 (8 months @ \$32/month	\$256
Payments made	<u>(100)</u>
Total arrears	\$156

In my opinion, the more serious breach is the respondent's constant disturbance of other tenants. Despite warnings regarding the disturbances, the respondent continues to disturb her neighbours. The loud parties have continued even after the application was served on her to terminate the tenancy agreement. Although the respondent stated that she wanted to keep the house, she has not made any effort to correct the behaviour that threatens her continued tenancy. Unfortunately, in my opinion, termination of the tenancy agreement appears to be the only remedy which will effectively bring an end to the disturbances.

I find the respondent in breach of her obligation to pay rent and her obligation to not disturb other tenants. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$156 and terminating the tenancy agreement on July 31, 2010.

Hal Logsdon
Rental Officer