

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **BRENDA DRYBONES**, Respondent;

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 **YELLOWKNIFE, NT.**

BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

- and -

**BRENDA DRYBONES**

Respondent/Tenant

**EVICTON ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 63(4)(a) of the *Residential Tenancies Act*, the respondent shall be evicted from the premises known as 6244 Finlayson Drive on February 15, 2012.

DATED at the City of Yellowknife, in the Northwest Territories this 1st day of February,  
2012.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **BRENDA 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.

BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

-and-

**BRENDA DRYBONES**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 31, 2012

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

**Appearances at Hearing:** Ella Newhook, representing the applicant  
Brenda Drybones, respondent  
Faith Woodruff, representing the respondent

**Date of Decision:** January 31, 2012

**REASONS FOR DECISION**

This matter was scheduled to be heard on February 3, 2012 but was rescheduled for January 31, 2012 at the request of the respondent and with the applicant's agreement.

The tenancy agreement between the parties was terminated on December 31, 2011 by the landlord's notice for non-payment of rent and failure to report the household income. The premises are subsidized public housing. The respondent remains in possession of the premises. The applicant sought an eviction order.

The notice is in accordance with sections 51(5) and 55(3) of the *Residential Tenancies Act*.

Therefore the tenancy agreement has been terminated in accordance with the Act. In my opinion, the eviction is justified. There was reasonable cause to terminate the tenancy agreement for non-payment of rent and despite the termination notice, the respondent remains in possession of the premises.

An eviction order to be effective on February 15, 2012 shall be issued.

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Hal Logsdon  
Rental Officer