

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and
GARY LAZARE-ZOE AND CYNTHIA 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 **GAMETI, NT**.

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

- and -

GARY LAZARE-ZOE AND CYNTHIA DRYBONES

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed without prejudice.

DATED at the City of Yellowknife, in the Northwest Territories this 29th day of May,
2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and
GARY LAZARE-ZOE AND CYNTHIA 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:

NWT HOUSING CORPORATION

Applicant/Landlord

-and-

GARY LAZARE-ZOE AND CYNTHIA DRYBONES

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: May 21, 2013

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Gerry Cheezie, representing the applicant
Gary Lazare-Zoe, respondent
Melinda McGee

Date of Decision: May 29, 2013

REASONS FOR DECISION

Mr. Lazare-Zoe testified that he and Ms Drybones had ceased living together in October, 2009 and stated that she had no knowledge of the hearing. Therefore neither the Application to a Rental Officer nor the Notice of Attendance were served on Ms Drybones as both were provided only to Mr. Lazare -Zoe at the address of the rental premises.

The applicant stated that Melinda McGee is now the spouse of Mr. Lazare-Zoe and has been living in the premises with him since February of 2010. The applicant has attempted to contact Ms Drybones to arrange for an assignment of the tenancy agreement to Mr. Lazare and Ms McGee as joint tenants without success. The applicant sought an order requiring Mr. Lazare-Zoe and Ms Drybones to pay the alleged rent arrears. The applicant also sought an order terminating the tenancy agreement to enable them to enter into a tenancy agreement with Mr. Lazare-Zoe and Ms McGee as joint tenants.

The applicant provided a statement of the rent account which indicated a balance owing as at March 1, 2013 in the amount of \$21,611.

The respondent disputed the amount owing and provided the following three receipts, issued by the applicant, in evidence:

Receipt #	Date	Payment	Previous balance	New balance
25627	Jan 31/13	\$457.00	\$13,128	\$12,671
25628	Jan 31/13	\$426.00	\$12,671	\$12,245
33889	Mar 22/13	\$883.00	\$12,245	\$11,362

Clearly, there is a significant discrepancy between the receipts and the statement of account. The applicant stated that the receipts were inaccurate but was unable to demonstrate why such a discrepancy existed.

While I might consider terminating the tenancy agreement by order provided that Ms Drybones was served with the application and notice of the hearing, it would not be fair to do so without service. Mr. Lazare-Zoe and the landlord should make a concerted effort to contact Ms Drybones and have her terminate this tenancy by mutual consent. It is in her best interest to do so in order to eliminate her future liability for rent. I am not prepared to issue any order for rent arrears without reasonable evidence of the rent owing. In this regard the applicant has failed to provide reasonable evidence of the amount of rent owing.

For these reasons, the application is dismissed without prejudice. The applicant is granted leave to make a future application regarding these matters.

Hal Logsdon
Rental Officer