

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **GHIZELE BRISSON-RAY**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

809656 ALBERTA LTD.

Applicant/Landlord

- and -

GHIZELE BRISSON-RAY

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 three thousand twenty five dollars (\$3025.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 403, 42 Con Road, Yellowknife, NT shall be terminated on March 31, 2003 and the respondent shall vacate the premises on that day, unless payment is made to the applicant of no less than five hundred dollars (\$500.00).

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of March, 2003.

Hal Logsdon
Rental Officer

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

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BETWEEN:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

GHIZELE BRISSON-RAY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 11, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Talib Rasheed, representing the applicant
Ghizele Brisson-Ray, respondent

Date of Decision: March 11, 2003

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement unless the alleged arrears were paid by March 31, 2003. The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$3025.

The respondent did not dispute the allegations but explained that she had become unemployed and had just recently found a job. She stated that the current job paid poorly but that she had prospects of better employment in the near future. She stated that she would not be able to pay the full amount of the arrears by the end of March but would pay whatever she could out of her current pay.

The respondent has occupied the premises for two years. The rent record indicates that rent was always been paid within the month it became due until January, 2003 when the respondent fell into arrears more than 30 days. It appears that the respondent has the intention to pay rent but has temporarily lost the means to make full payment. The remedy suggested by the applicant would surely result in the termination of this tenancy at the end of March. Considering the applicant's past record of rent payment and the prospect of future income it is likely that the applicant will have his rent. In my opinion, the tenancy should continue provided the tenant shows good faith by making a reasonable and prompt partial payment. Should reasonable future payments of the

arrears not materialize, the applicant may seek the remedy of termination by filing another application.

I find the rent arrears to be \$3025. An order shall be issued requiring the respondent to pay the applicant the rent arrears and terminating the tenancy agreement on March 31, 2003 unless a payment of at least \$500 is made to the applicant.

Hal Logsdon
Rental Officer