

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **RONALD MACKENIZO**, 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 -

**RONALD MACKENIZO**

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 eight hundred ninety dollars (\$890.00).
2. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondent may pay the rent arrears in monthly installments of no less than two hundred dollars (\$200.00), the first installment being due on February 20, 2005 and payable thereafter on the twentieth day of each month until the rent arrears are paid in full.
3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 27th day of January, 2005.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**809656 ALBERTA LTD.**

Applicant/Landlord

-and-

**RONALD MACKENIZO**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 25, 2005

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

**Appearances at Hearing:** Trena Scott, representing the applicant  
Ronald Mackenizo, respondent  
Freda Andrew, witness for the respondent

**Date of Decision:** January 25, 2005

**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 arrears and terminating the tenancy agreement unless the arrears were promptly paid.

The applicant provided a copy of the rent ledger which indicated a balance of rent owing in the amount of \$890.

The respondent did not dispute the allegations but stated that he was a student who received income support. He stated that his rent allowance had been reduced to \$750 in December, 2004 and January, 2005 when his partner moved out of the premises. He testified that his allowance had now been increased to the full amount of the monthly rent but he would not be able to pay the entire amount of the arrears immediately. He proposed that the arrears be paid in installments of \$200 and that the payments be due on the twentieth of each month.

In my opinion, the respondent now has the capacity to pay the full amount of rent due to the adjustment of his support payments. He has expressed a willingness to pay the arrears over time and does not appear to have the resources to pay them immediately. Provided the full amount of rent is paid each month and an additional \$200 is paid, the tenancy should be permitted to continue.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$890.

An order shall issue requiring the respondent to pay the arrears in monthly installments of \$200 until the arrears are paid in full and pay future rent on time. The first arrears payment shall be due on February 20, 2005 and is payable each month thereafter on the twentieth.

Should the respondent fail to pay the rent arrears in accordance with this order or fail to pay future rent on time, the applicant may file a future application seeking the lump sum balance of the arrears and termination of the tenancy agreement.

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Hal Logsdon  
Rental Officer