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 sections 84(3) and 41(4)(a) of the *Residential Tenancies Act*, the previous order (File#10-8240, filed on February 1, 2005 is rescinded and the respondent is ordered to pay the applicant rent arrears in the amount of one thousand twenty two dollars and nine cents ($1022.09).

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 109, 42 Con Road, Yellowknife, NT shall be terminated on May 16, 2005 and the respondent shall vacate the

premises on that date, unless the rent arrears and rent for May, 2005 in the total amount of two thousand two hundred seventeen dollars and nine cents ($2217.09) is paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 26th day of April, 2005.

Hal Logsdon
Rental Officer

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.

BETWEEN:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

RONALD MACKENIZO

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **April 26, 2005**

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

Appearances at Hearing: **Louisa Lucas, representing the applicant**
                                Ronald Mackenizo, respondent

Date of Decision: **April 26, 2005**

REASONS FOR DECISION

The applicant alleged that the respondent had failed to pay rent in accordance with a previous order and sought the full payment of the alleged rent arrears and termination of the tenancy agreement. The respondent provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of $1022.09.

A previous order required the respondent to pay rent arrears of $890 in monthly payments of $200 and to pay the monthly rent on time. The monthly rent for the premises is $1195. Although the respondent stated that he had been paying in accordance with the order, the ledger indicates that the full payment of rent and the additional $200 payment of arrears had not been made in full in any of the three months since the order was issued. The respondent offered no evidence to dispute the balance indicated on the ledger.

Rather than decreasing by $600, the rent arrears have increased by over $100 since the last order was issued. The respondent stated that he was a student and was paying as much as he could afford. He stated that he had asked the landlord to move him into a smaller apartment with more affordable rent. Although a smaller apartment could assist the respondent with his budgetary problem, the landlord is under no obligation to offer the smaller apartment to him nor is it within the jurisdiction of a rental officer to order the landlord to do so.

I find the ledger in order and find the rent arrears to be $1022.09. It is obvious that the

respondent lacks the resources to pay the rent and, in my opinion, there is no remedy which can successfully address the landlord's losses other than prompt payment of the full amount or termination of the tenancy agreement.

An order shall issue rescinding the previous order and requiring the respondent to pay the applicant the balance of the rent arrears in the amount of $1022.09. The order shall terminate the tenancy agreement on May 16, 2005 unless the rent arrears and May, 2005 rent in the total amount of $2217.09 is paid in full.

Hal Logsdon
Rental Officer