

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **DORIS KENDI AND EDWARD BROWN**, 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, regarding the rental premises at **YELLOWKNIFE, NT.**

BETWEEN:

**809656 ALBERTA LTD.**

Applicant/Landlord

- and -

**DORIS KENDI AND EDWARD BROWN**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of seven hundred seven dollars and eighty four cents (\$707.84).
2. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondents may pay the rent arrears in three equal installments of two hundred thirty five dollars and ninety five cents (\$235.95), payable on August 1, 2006, September 1, 2006, and October 1, 2006.
3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay

future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of July,  
2006.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**809656 ALBERTA LTD.**

Applicant/Landlord

-and-

**DORIS KENDI AND EDWARD BROWN**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** July 13, 2006

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

**Appearances at Hearing:** Trena Scott, representing the applicant (by phone)  
Doris Kendi, respondent

**Date of Decision:** July 13, 2006

**REASONS FOR DECISION**

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement on July 31, 2006 unless the rent arrears were paid in full.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$707.84.

The respondent did not dispute the allegations. She stated that the amount of income assistance she received for rent was reduced in June, 2006 due to income earned by Mr. Brown. She stated that he did not help pay the difference and that he was not presently living in the premises. She stated that she had no income but could pay some of the arrears each month from her income assistance.

The applicant has a security deposit and it appears likely that the respondents will continue to receive full assistance with the rent in future months. In my opinion, it is reasonable to permit the respondents to pay the rent arrears in three equal installments provided the monthly rent is paid on time.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$707.84. An order shall issue requiring the respondents to pay the applicant the rent arrears in

three equal installments of \$235.95. The payments shall be made on August 1, 2006, September 1, 2006, and October 1, 2006. The order shall also require the respondents to pay the monthly rent on time in the future.

Should the respondents fail to make the payments of rent arrears in accordance with this order or fail to pay the monthly rent on time, the applicant may file another application seeking the full payment of any balance and termination of the tenancy agreement.

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Hal Logsdon  
Rental Officer