

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **GEORGE MACKINZO**, 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:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

- and -

GEORGE MACKINZO

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 one thousand seven hundred forty nine dollars and sixty seven cents (\$1749.67).

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of
November, 2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **GEORGE MACKINZO**, 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:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

GEORGE MACKINZO

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 4, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Connie Diener, representing the applicant
Marion Mackinzo, representing the respondent

Date of Decision: November 4, 2008

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 rent arrears were paid in full.

The applicant provided a statement in evidence which indicated a balance of rent owing in the amount of \$1749.67.

The respondent's representative did not dispute the allegations. She stated that it had been difficult to pay the monthly rent on the first day of every month but the respondent has made arrangements to make preauthorized payments of rent on the first of every month commencing in January, 2009. She stated that this month and next they will do their best to pay the rent as close to the first day as possible.

I find the ledger in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$1749.67. I note from the statement that this account has rarely been more than 15-20 days in arrears and that the respondent has taken steps to ensure the rent is paid on time in the future. I also note that the security deposit is paid in full. In my opinion, it is not necessary for the issuance of a conditional termination order to ensure this situation is remedied.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1749.67.

Hal Logsdon
Rental Officer