

IN THE MATTER between **NORTHLAND MOBILE HOME PARK INC.**, Applicant,
and **KHAI NGUYEN JANITORIAL**, 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:

NORTHLAND MOBILE HOME PARK INC.

Applicant/Landlord

- and -

KHAI NGUYEN JANITORIAL

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 two hundred dollars (\$3200.00).
2. 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 4th day of March,
2004.

Hal Logsdon
Rental Officer

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BETWEEN:

NORTHLAND MOBILE HOME PARK INC.

Applicant/Landlord

-and-

KHAI NGUYEN JANITORIAL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 2, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Louis Walsh, representing the applicant
Khai Nguyen, respondent

Date of Decision: March 2, 2004

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 to pay future rent on time. The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$3200.

The respondent did not dispute the amount owing but stated that the landlord's agent was out of town on one occasion and that his son would not accept the rent. He also stated that he felt the rent increase was unfair and understood that it was because he had not paid the rent on time.

If there was a problem of rent acceptance it appears to have been temporary. There is no evidence that the rent increase was not in accordance with the Act. The respondent stated that he did get notice although he was not sure how much and that the rent had not been increased for a long time.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$3200.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3200 and to pay all future rent on time.

Hal Logsdon
Rental Officer