

IN THE MATTER between **NORTHLAND MOBILE HOME PARK INC.**, Applicant,
and **KHAI NGUYEN O/A 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 O/A 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 seven hundred dollars (\$3700.00).
2. Pursuant to section 41(4)© of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 101 Stinson Road, Yellowknife, NT shall be terminated on March 1, 2004 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of February,
2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHLAND MOBILE HOME PARK INC.**, Applicant,
and **KHAI NGUYEN O/A 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.

BETWEEN:

NORTHLAND MOBILE HOME PARK INC.

Applicant/Landlord

-and-

KHAI NGUYEN O/A KHAI NGUYEN JANITORIAL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 15, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Louis Walsh, representing the applicant

Date of Decision: February 15, 2005

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on February 4, 2005 but failed to appear at the hearing. The hearing was held in his absence.

The rental premises is a lot in a mobile home park. 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 termination of the tenancy agreement.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$9250.00. A previous order (File #10-7925, filed on September 1, 2004) required the respondent to pay rent arrears in the amount of \$5550.00. The respondent sought an order for the balance, \$3700.00. The rent statement indicates that since the last order was issued, only one payment of \$500.00 was made in September, 2004. No rent has been paid since that date.

I find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$9250.00. In my opinion, there are sufficient grounds to terminate the tenancy agreement. Taking into consideration the previous order, an order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3700.00 and terminating the tenancy agreement on March 1, 2005.

Hal Logsdon
Rental Officer