

IN THE MATTER between **HAY RIVER MOBILE HOME PARK LTD.**, Applicant,
and **BRAD JACOBS AND TARA JACOBS**, 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 **HAY RIVER, NT.**

BETWEEN:

HAY RIVER MOBILE HOME PARK LTD.

Applicant/Landlord

- and -

BRAD JACOBS AND TARA JACOBS

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 two thousand eight hundred dollars (\$2800.00).
2. 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 13th day of July,
2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **HAY RIVER MOBILE HOME PARK LTD.**, Applicant,
and **BRAD JACOBS AND TARA JACOBS**, 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.

BETWEEN:

HAY RIVER MOBILE HOME PARK LTD.

Applicant/Landlord

-and-

BRAD JACOBS AND TARA JACOBS

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: July 13, 2005

Place of the Hearing: Hay River, NT

Appearances at Hearing: Becky Schaub, representing the applicant

Date of Decision: July 13, 2005

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail to the rental premises. The applicant testified that the respondents were still in possession of the premises. The respondents failed to appear at the hearing and the hearing was held in their absence.

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 to pay future rent on time.

The applicant provided a statement of the rent account in evidence which indicated an amount owing as at June 1, 2005 in the amount of \$2580. The applicant testified that since that time no payments had been received and the July, 2005 rent of \$220 had come due, bringing the amount owing to \$2800. The written tenancy agreement between the parties obligates the tenants to pay the monthly rent on the first day of each month.

I find the statement in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$2800. An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$2800 and to pay future rent on time.

Hal Logsdon
Rental Officer