

IN THE MATTER between **HAY RIVER MOBILE HOME PARK LTD.**, Applicant,  
and **BRIAN MORIN**, 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 **HAY RIVER, NT.**

BETWEEN:

**HAY RIVER MOBILE HOME PARK LTD.**

Applicant/Landlord

- and -

**BRIAN MORIN**

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 eighty dollars (\$3080.00).
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 13th day of July,  
2005.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **HAY RIVER MOBILE HOME PARK LTD.**, Applicant,  
and **BRIAN MORIN**, 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:

**HAY RIVER MOBILE HOME PARK LTD.**

Applicant/Landlord

-and-

**BRIAN MORIN**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** July 13, 2005

**Place of the Hearing:** Hay River, NT via teleconference

**Appearances at Hearing:** Becky Schaub, representing the applicant

**Date of Decision:** July 13, 2005

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises. The applicant testified that the respondent was still in possession of the premises. The respondent failed to appear at the hearing and the hearing was held in his absence.

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 in evidence which indicated an amount owing as at June 1, 2005 in the amount of \$2860. 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 \$3080. The written tenancy agreement between the parties obligates the tenant to pay the monthly rent on the first day of each month.

I find the statement in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$3080. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3080 and to pay future rent on time.

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Hal Logsdon  
Rental Officer