

IN THE MATTER between **HAY RIVER MOBILE HOME PARK LTD.**, Applicant,  
and **DEAN LANDRIE**, 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 -

**DEAN LANDRIE**

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 two thousand four hundred twenty dollars (\$2420.00).
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 3rd day of October,  
2005.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **HAY RIVER MOBILE HOME PARK LTD.**, Applicant, and **DEAN LANDRIE**, 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-

**DEAN LANDRIE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** September 23, 2005

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

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

**Date of Decision:** September 23, 2005

**REASONS FOR DECISION**

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

The premises are land for a mobile home. The applicant stated that the respondent had vacated the mobile home in the Spring of 2005 but the mobile home continued to be situated on the lot.

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 as at August 1, 2005 in the amount of \$2220.00. The respondent testified that since that date, the September, 2005 rent of \$220.00 had come due, bringing the balance owing to \$2420.00.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$2420.00. An order shall issue requiring the respondent to pay the applicant \$2420.00 and to pay future rent on time.

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Hal Logsdon  
Rental Officer