

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 five thousand three hundred two dollars and eighty five cents (\$5302.85).
2. Pursuant to sections 41(4)(c) and 83(2) 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 August 1, 2006 and the respondent shall vacate the premises on that date, unless the rent arrears and the rent for June, 2006 and July, 2006 in the total

amount of six thousand eight hundred two dollars and eighty five cents (\$6802.85) is paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of May, 2006.

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: May 2, 2006

Place of the Hearing: Yellowknife, NT

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

Date of Decision: May 2, 2006

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 terminating the tenancy agreement. The rental premises consist of a lot in a mobile home park.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$5302.85. The monthly rent for the lot is \$750.

The respondent did not dispute the amount owing. The respondent asked that any termination order not be effective until August to permit him time to sell the property and pay the outstanding arrears. The applicant did not object to an August termination date.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$5302.85. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid.

An order shall issue requiring the respondent to pay the rent arrears and terminating the tenancy agreement on August 1, 2006 unless the rent arrears and the June, 2006 and July 2006 rent in the total amount of \$6802.85 is paid in full.

Hal Logsdon
Rental Officer