

IN THE MATTER between **NORTHLAND MOBILE HOME PARK INC.**, Applicant,  
and **BARRY DAVENPORT**, 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 -

**BARRY DAVENPORT**

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 sixty dollars (\$3060.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement for the premises known as 611 Anson Drive, Yellowknife, NT shall be terminated on November 30, 2006 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of  
November, 2006.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**NORTHLAND MOBILE HOME PARK INC.**

Applicant/Landlord

-and-

**BARRY DAVENPORT**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 7, 2006

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Louis Walsh, representing the applicant  
Barry Davenport, respondent

**Date of Decision:** November 7, 2006

**REASONS FOR DECISION**

The rental premises consist of a lot in a mobile home park on which the respondent's mobile home is situated. The applicant alleged that the respondent had breached the tenancy agreement by failing to pay the full amount of the rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement between the parties.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$3650.

The respondent disputed the balance owing, testifying that he did not receive any notice of the rent increase for July, 2006. The statement indicates that the rent was increased from \$750/month to \$850/month in July, 2006. The only payment made by the respondent since that date was on August 29, 2006 in the amount of \$750. The respondent stated that he has been renovating the mobile home in order to sell it and has been unable to meet his obligation to pay the full amount of the lot rent.

The applicant had no direct knowledge of any rent increase notice and was unable to produce a copy of any notice of rent increase for July, 2006.

Section 47 of the *Residential Tenancies Act* outlines provisions regarding rent increases.

- 47.(1) Notwithstanding a change in landlord, no landlord shall increase the rent in respect of a rental premises until 12 months have expired from**
- (a) the date the last increase in rent for the rental premises became effective; or**
  - (b) the date on which rent was first charged, where the rental premises have not been previously rented.**
- (2) The landlord shall give the tenant notice of the rent increase in writing at least three months before the date the rent increase is to be effective.**
- (3) An increase in rent by a landlord is not effective until three months have expired from the date of the notice of the rent increase.**

Although the statement indicates that the premises were eligible for a rent increase, I find no evidence of any notice provided to the respondent regarding the July, 2006 rent increase and accordingly find the rent arrears to be \$3060 calculated as follows:

Balance at June 30/06	\$60
Rent for July-November @ \$750/month	3750
Payment - August 29, 2006	<u>(750)</u>
Balance owing applicant	\$3060

In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3060 and terminating the tenancy agreement on November 30, 2006 unless the rent arrears are paid in full. This decision was made at the conclusion of the hearing and made known to both parties.

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Hal Logsdon  
Rental Officer