

IN THE MATTER between **HAY RIVER MOBILE HOME PARK LTD.**, Applicant,  
and **BOB MCLARNON**, 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 **FORT SMITH, NT.**

BETWEEN:

**HAY RIVER MOBILE HOME PARK LTD.**

Applicant/Landlord

- and -

**BOB MCLARNON**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of March,  
2007.

Rental Officer

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Hal Logsdon

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**HAY RIVER MOBILE HOME PARK LTD.**

Applicant/Landlord

-and-

**BOB MCLARNON**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 7, 2007

**Place of the Hearing:** Fort Smith, NT via teleconference

**Appearances at Hearing:** Michelle Schaub, representing the applicant (by  
telephone)  
Bob McLarnon, respondent

**Date of Decision:** March 14, 2007

**REASONS FOR DECISION**

The applicant alleged that the respondent 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 between the parties. The premises consist of a lot in a mobile home park.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$11,995. The last credit on the account was entered on November 2, 2003. The credit was \$4480 with a notation "to clear accounts as per bonnie register". Previous to that credit was one for \$2700 dated October 21, 2002 with a notation "arrears as agreed". Neither the applicant's representative nor the respondent were able to provide any detail on either of these entries but the parties agreed they were not payments made by the respondent. The last credit on the statement that could likely be a payment of rent was a credit of \$250 made on April 12, 2001.

The respondent testified that he purchased the mobile home in 2002 or 2003 and lived in it for about 18 months. He stated that he had not lived in the mobile home for about three years and that the mobile home was unfit for habitation. The respondent testified that he had never spoken to the mobile home park's owner or manager concerning tenancy or rent. The respondent stated that he had no interest in the mobile home.

Section 6(1) of the *Residential Tenancies Act* sets out the application of the Act.

6.(1) Subject to this section, this Act applies only to rental premises and to tenancy agreements, notwithstanding any other Act or any agreement or waiver to the contrary.

"Tenancy agreement" and "tenant" are defined as follows:

"tenancy agreement" means an agreement between a landlord and a tenant for the right to occupy rental premises, whether written, oral or implied, including renewals of such an agreement.

"tenant" means a person who pays rent in return for the right to occupy rental premises and his or her heirs, assigns and personal representatives.

The evidence suggests that no rent has been paid by the respondent. The last payment of rent shown on the statement predates the respondent's purchase of the mobile home.

There is no evidence of a written or oral agreement between the parties or any evidence to suggest that a former tenancy agreement was assigned to the respondent. There being no evidence to suggest that there was a tenancy agreement formed, the Residential

Tenancies Act does not apply and a rental officer has no jurisdiction in this matter.

Even if there was a tenancy agreement formed, these premises have been clearly been abandoned for three years. Section 1(3) sets out the criteria for abandonment.

1.(3) For the purpose of this Act, a tenant has abandoned the rental premises and the residential complex where the tenancy has not been terminated in accordance with this Act and

- (a) the landlord has reasonable grounds to believe that the tenant has left the rental premises; or
- (b) the tenant does not ordinarily live in the rental premises, has not expressed an intention to resume living in the rental premises, and the rent the tenant has paid is no longer sufficient to meet the tenant's obligation to pay rent.

Section 62 sets out that abandonment effectively terminates a tenancy agreement and section 68 requires that any application for relief must be made within 6 months.

62. (1) Where a tenant abandons a rental premises, the tenancy agreement is terminated on the date the rental premises were abandoned but the tenant remains liable, subject to subsection 9(2), to compensate the landlord for loss of future rent that would have been payable under the tenancy agreement.

(2) Where, on the application of a landlord, a rental officer determines that a tenant has abandoned a rental premises, the rental officer may make an order requiring the tenant to pay to the landlord the compensation for which the tenant is liable by reason of subsection (1).

68. (1) An application by a landlord or a tenant to a rental officer must be made within six months after the breach of an obligation under this Act or the tenancy agreement or the situation referred to in the application arose.

For these reasons, the application is dismissed.

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Hal Logsdon  
Rental Officer