

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 seven hundred fifty dollars (\$3750.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement for the premises known as 611 Anson Drive, Yellowknife, NT shall be terminated on April 30, 2007 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of April,
2007.

Hal Logsdon
Rental Officer

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
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BETWEEN:

NORTHLAND MOBILE HOME PARK INC.

Applicant/Landlord

-and-

BARRY DAVENPORT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 12, 2007

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Louis Walsh, representing the applicant

Date of Decision: April 12, 2007

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail to the usual address of the respondent. The respondent failed to appear at the hearing and the hearing was held in their 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 terminating the tenancy agreement between the parties. The rental premises consist of a lot in a mobile home park.

The applicant provided a rent statement in evidence that indicated a balance of rent owing as at the date of the hearing in the amount of \$3750.

A previous order (file #10-9250, filed on November 9, 2006) required the respondent to pay rental arrears of \$3060 and terminated the tenancy agreement on November 30, 2006 unless the arrears were paid in full. That order also ordered the respondent to pay future rent on time. The rent statement indicates that the previous order was satisfied on November 30, 2006 and the respondent has paid no rent whatsoever since that date.

The evidence suggests that the respondent has little intention of paying the monthly rent unless ordered to do so. He has breached the previous order to pay future rent on time. In my opinion, the landlord should not have to repeatedly take legal action in order to collect the rent.

I find the ledger in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$3750. In my opinion, there are sufficient grounds to terminate the tenancy agreement between the parties and require the respondent to remove the mobile home from the lot.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3750 and terminating the tenancy agreement between the parties on April 30, 2007.

Hal Logsdon
Rental Officer