

IN THE MATTER between **HAY RIVER MOBILE HOME PARK LTD.**, Applicant,
and **STEVEN MITRO**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act") as amended;

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 -

STEVEN MITRO

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 dollars (\$2400.00).
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 34-61 Woodland Drive, Hay River, NT shall be terminated on August 31, 2011 and the respondent shall vacate the premises on that date, unless the rent arrears and the August, 2011 rent in the total amount of four thousand ten dollars (\$4010.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of August,
2011.

Hal Logsdon
Rental Officer

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

STEVEN MITRO

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 21, 2011

Place of the Hearing: Hay River, NT via teleconference

Appearances at Hearing: Michelle Schaub, representing the applicant
Steve Mitro, respondent

Date of Decision: July 21, 2011

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 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 as at May 10, 2011 in the amount of \$3270. The applicant stated that since the statement was issued the June rent (\$240) and July rent (\$240) had come due and no payments of rent had been received, bringing the balance owing to \$3750.

The respondent did not dispute the allegations.

I find the respondent in breach of his obligation to pay rent and find rent arrears of \$3750.

A previous order (file #10-11593, filed on September 16, 2010) required the respondent to pay rent arrears of \$1590. Since that order was issued only \$240 has been paid, leaving an unsatisfied balance of \$1350.

Taking the previous order into account, an order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2400 calculated as follows:

Balance as per statement	\$3270
June/11 rent	240
July/11 rent	240
Less unsatisfied portion of order	<u>(1350)</u>
Order	\$2400

In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and the August, 2011 rent are paid in full. The applicant stated that a notice of rent increase had been served on the respondent for a rent increase to be effective August 1, 2011.

The new rent will be \$260. I calculate the amount to be paid by August 31, 2011 to be \$4010 as follows:

Rent arrears	\$3750
August/11 rent	<u>260</u>
Total	\$4010

An order shall issue requiring the respondent to pay the applicant rent arrears of \$2400 and terminating the tenancy agreement on August 31, 2011 unless the rent arrears and the August, 2011 rent in the total amount of \$4010 are paid in full.

Hal Logsdon
Rental Officer