

IN THE MATTER between **HRMHP**, Applicant, and **A.D.**, 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 **Adelle Guigon**, Rental Officer,

BETWEEN:

**HRMHP**

Applicant/Landlord

-and-

**A.D.**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>August 10, 2016</b>
<b><u>Place of the Hearing:</u></b>	<b>Hay River, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>C.B., representing the applicant</b>
<b><u>Date of Decision:</u></b>	<b>August 10, 2016</b>

**REASONS FOR DECISION**

An application to a rental officer made by HRMHP as the applicant/landlord against A.D. as the respondent/tenant was filed by the Rental Office May 16, 2016. The application was made regarding a residential tenancy agreement for a mobile home lot located in Hay River, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for June 13, 2016.

The applicant alleged the respondent had failed to comply with a rental officer order, had repeatedly failed to pay rent, and had accumulated substantial rental arrears. An order was sought for payment of the rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for August 10, 2016, in Hay River, Northwest Territories. The rental officer appeared by telephone. Ms. C.B. appeared representing the applicant. Mr. A.D. was sent notice of the hearing by registered mail deemed served July 27, 2016, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Mr. D. did not appear at hearing, nor did anyone appear on his behalf. The hearing proceeded in his absence pursuant to section 80(2) of the Act.

*Tenancy agreement*

The applicant's representative testified and presented evidence satisfying me that a verbal residential tenancy agreement had been entered into between the parties for a mobile home lot in Hay River, Northwest Territories.

*Previous orders*

Rental Officer Order Number 10-14784 dated October 1, 2015, required the respondent to pay rental arrears accumulated as of August 26, 2016, in the amount of \$2,340, and to pay his future rent on time.

*Rental arrears*

The tenant statement entered into evidence represents the months for which lot rent was not paid since December 2014 and includes a record of one payment received November 6, 2015, in the amount of \$220. The applicant's representative confirmed at hearing that no payments have been received since filing of the application and the rents for June, July, and August 2016 should be added to the balance owing, bringing the total rental arrears to \$4,460. The evidence supports the applicant's claim that the respondent has repeatedly failed to pay his rent and has accumulated substantial rental arrears. I find the respondent has failed to comply with a rental officer order by failing to pay rental arrears and failing to pay future rent on time. I find the respondent has repeatedly failed to comply with his obligation to pay his rent when due. I find the respondent has accumulated rental arrears in the amount of \$4,460.

Rental Officer Order Number 10-14784 accounts for rental arrears accumulated up to and including August 2015 in the amount of \$2,340. That order remains enforceable by filing it with the Northwest Territories Supreme Court. As the current total amount of rental arrears of \$4,460 includes the arrears accumulated as of August 2015, the order for payment of rental arrears issued under this application will account for the rental arrears accumulated since August 2015 in the amount of \$2,120.

*Termination of the tenancy agreement and eviction*

In consideration of the respondent's failure to comply with rental officer orders, repeated failure to pay rent, and the substantial amount of rental arrears, I am satisfied termination of the tenancy agreement and eviction are justified. I am further satisfied that an order to compensate the applicant for use and occupation of the rental premises post-termination date is justified. In recognition that the rental premises is a mobile home lot and based on the likelihood that while the respondent may be forcibly removed from the rental premises by the Sheriff it is not expected the mobile home will be, I am granting the applicant compensation for use and occupation of the rental premises under sections 63 and 67 of the Act for as long as the mobile home remains on the lot after the termination date.

*Orders*

An order will issue requiring the respondent to pay additional rental arrears in the amount of \$2,120; terminating the tenancy agreement August 31, 2016; evicting the respondent from the rental premises September 1, 2016; and requiring the respondent to compensate the applicant for use and occupation of the rental premises at a rate of \$8.55 for each day the respondent's mobile home remains on the rental premises after August 31, 2016.

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Adelle Guigon  
Rental Officer