

IN THE MATTER between **Hay River Mobile Home Park**, Applicant, and **BM**,
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:

HAY RIVER MOBILE HOME PARK

Applicant/Landlord

-and-

BM

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 20, 2018
<u>Place of the Hearing:</u>	Hay River, Northwest Territories
<u>Appearances at Hearing:</u>	CB, representing the applicant
<u>Date of Decision:</u>	June 20, 2018

REASONS FOR DECISION

An application to a rental officer made by HRMHP as the applicant/landlord against BM as the respondent/tenant was filed by the Rental Office March 15, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was served on the respondent by registered mail deemed served April 5, 2018, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

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

A hearing was scheduled for June 20, 2018, in Hay River. The Rental Officer appeared by telephone. CB appeared representing the applicant. BM was served notice of the hearing by registered mail deemed served April 5, 2018, pursuant to subsection 71(5) of the Act. The respondent did not appear at the hearing, nor did anyone appear on the respondent's behalf. The hearing proceeded in the respondent's absence pursuant to subsection 80(2) of the Act.

Tenancy agreement

The applicant's representative testified and evidence was presented establishing a residential tenancy agreement for a mobile home lot commencing April 30, 2004. The last rental officer order issued – number 15206 referenced below – accepted the tenancy agreement as terminated March 4, 2013, pursuant to Rental Officer Order Number 10-13112. However, given the applicant's repeated failure to enforce the last three eviction orders granted to them, and given the period of time since the last eviction order was issued, I am interpreting the applicant's inaction in this regard as an implied reinstatement of the tenancy agreement effective May 1, 2017, which is the expiry date of the last eviction order. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous orders

Rental Officer Order Number 10-10867 issued August 20, 2009, required the respondent to pay rental arrears in the amount of \$2,196 and required the respondent to pay rent on time in the future.

Rental Officer Order Number 10-13112 issued November 27, 2012 required the respondent to pay rental arrears in the amount of \$8,592.23 and terminated the tenancy agreement March 4, 2013, unless the rental arrears were paid in full and the rents for December, January, and February were paid on time.

Rental Officer Order Number 10-13450 issued June 7, 2013, evicted the respondent from the rental premises June 14, 2013, and required the respondent to pay compensation for use and occupation of the rental premises for each day the respondent remained in the rental premises after the tenancy was terminated.

Rental Officer Order Number 10-13775 issued December 6, 2013, required the respondent to pay rental arrears and overholding rental arrears in the amount of \$3,380, evicted the respondent from the rental premises March 1, 2014, and required the respondent to pay compensation for use and occupation of the rental premises at a rate of \$8.55 for each day the respondent remained in the rental premises after March 1, 2014.

Rental Officer Order Number 15206 issued September 28, 2016 required the respondent to pay rental arrears in the amount of \$7,258.41, evicted the respondent from the rental premises November 1, 2016, and required the respondent to pay compensation for use and occupation of the rental premises at a rate of \$8.55 for each day the respondent remained in the rental premises after September 30, 2016. The monetary paragraph of this order remains enforceable until September 2019.

Rental arrears

The accounts receivable customer inquiries entered into evidence represent the landlord's accounting of monthly rent and payments received against the respondent's rent account. Rent was established at \$260 per month. No payments have been received against the respondent's rent account in the last 14 months of the tenancy.

I am satisfied the accounts receivable customer inquiries accurately reflect the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay the full amount of rent when due and has accumulated rental arrears in the amount of \$10,718.41. Given that the monetary paragraph of Rental Officer Order Number 15206 remains enforceable until September 2019, an order will issue for payment of the rental arrears accumulated since October 1, 2017, in the amount of \$4,460.

Termination of the tenancy agreement

In light of the respondent's repeated failure to pay rent and the substantial amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$4,460
- terminating the tenancy agreement June 30, 2018;
- evicting the respondent from the rental premises July 1, 2018; and
- requiring the respondent to pay compensation for use and occupation of the rental premises at a rate of \$8.55 for each day the respondent remains on the rental premises after June 30, 2018, to a maximum of \$260 per month.

Adelle Guigon
Rental Officer