

IN THE MATTER between **HRMHPL**, Applicant, and **RB**, 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:

HRMHPL

Applicant/Landlord

-and-

RB

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 19, 2021
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	LF, representing the Applicant
<u>Date of Decision:</u>	October 22, 2021

REASONS FOR DECISION

The Respondent was served with a notice of attendance on October 6, 2021, sent by email. The Respondent failed to appear at the hearing and the hearing was held in her absence.

The rental premises consists of a lot in a mobile home park. The parties entered into a monthly tenancy agreement on April 1, 2021. An appendix, forming part of the tenancy agreement, contains rules of the park. Rule 6 of the appendix contains a rule pertaining to vehicle parking:

- 6. One vehicle per lot, maximum of two if both are registered and used daily.
Vehicles must be parked beside your trailer and not in the front.*

The Applicant alleged that the Respondent had breached rule 6 by parking a large recreational vehicle on the road in front of the lot which made it difficult for adjoining tenants to use their driveways. The Applicant testified that they had spoken to the Respondent on several occasions but the recreational vehicle had not been moved.

A notice to the Respondent dated September 10, 2021, seeking compliance with the rule was provided in evidence. The Applicant also provided two emails received from another tenant in the mobile home park in mid-August 2021 complaining about the recreational vehicle.

The Applicant sought an order to have the recreational vehicle removed, compensation of \$1,140, termination of the tenancy, and eviction.

Upon questioning, the Applicant stated that she had not visited the premises since October 8, 2021, and could not be sure if the recreational vehicle had been moved since then. She also stated that the Respondent did not own the mobile home. The Applicant was instructed to confirm the location of the recreational vehicle, provide a photograph of it's current location, and provide information regarding the owner of the mobile home before a decision would be rendered. The hearing was adjourned pending receipt of the requested information.

The Applicant later confirmed that the recreational vehicle had been moved to another location outside the mobile home park. Therefore, there is no current breach of the parking rule. A photograph of the recreational vehicle parked in the previous location indicates clearly that the large vehicle's location would make the entry to the adjoining property difficult. It had been parked in front of the Respondent's lot, in clear violation of the rule.

I find that the Respondent was in breach of her obligation regarding parking. However, in my opinion, the breach does not warrant termination of the tenancy agreement, considering that the breach has been resolved. The request for termination and eviction is denied but an order shall issue requiring the Respondent to comply with the parking rules and not breach them again.

With regard to the monetary compensation requested, I understand that the Applicant wishes to waive one month's rent for four adjoining tenants (4 x \$260) who were inconvenienced by the location of the recreational vehicle. The Applicant also requested compensation for the application filing fee (\$100). In my opinion, compensation to the other tenants is not a direct result of the Respondent's breach. There is no evidence that any of the adjoining tenants have suffered any direct loss. Application filing fees are a normal cost of doing business and not considered in compensation orders. The compensation requested is denied.

Although not a direct issue in this matter, the fact that the Respondent does not own the mobile home should cause some concern for the mobile home owner and the mobile home park. Normally, it is the owner of a mobile home and the mobile home park who are parties to a tenancy agreement. It is the mobile home lot that is the "rental premises". If the mobile home owner wishes to rent the mobile home, there is normally a separate tenancy agreement between the occupant and the mobile home owner, and the "rental premises" is the mobile home. I suggest the mobile home park and the mobile home owner seek legal advice on this matter.

Hal Logsdon
Rental Officer