

IN THE MATTER between **HAY RIVER MOBILE HOME PARK LTD.**, Applicant,
and **BRIAN MORIN**, 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 **HAY RIVER, NT.**

BETWEEN:

HAY RIVER MOBILE HOME PARK LTD.

Applicant/Landlord

- and -

BRIAN MORIN

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 three hundred dollars (\$3300.00).

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of October,
2006.

Hal Logsdon
Rental Officer

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Applicant/Landlord

-and-

BRIAN MORIN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: October 3, 2006

Place of the Hearing: Hay River, NT via teleconference

Appearances at Hearing: Michelle Schaub, representing the applicant

Date of Decision: October 3, 2006

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The applicant failed to appear at the hearing and the hearing was held in his 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. The premises consist of a lot for a mobile home.

The applicant provided a statement of the rent account which indicated a balance of rent owing as at August 9, 2006 in the amount of \$2860. The applicant testified that since that time the September, 2006 and October, 2006 had come due and no payments had been received, bringing the balance owing to \$3300. The rent for the premises is \$220/month and the written tenancy agreement obligates the tenant to pay the monthly rent on the first day of each month.

A previous order (File#10-8503, filed on July 13, 2005) required the respondent to pay rent arrears. The applicant stated that the order had been satisfied.

The applicant stated that the mobile home had been damaged by fire in September, 2006 but that the respondent had not given any notice to terminate the tenancy agreement and she had not been informed of his intentions regarding the tenancy agreement.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$3300.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3300.

Hal Logsdon
Rental Officer