

IN THE MATTER between **HAY RIVER MOBILE HOME PARK LTD.**, Applicant,  
and **DAVID BEAMISH**, 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 **FORT SMITH, NT.**

BETWEEN:

**HAY RIVER MOBILE HOME PARK**

Applicant/Landlord

- and -

**DAVID BEAMISH**

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 twelve thousand two hundred eighty six dollars and thirty eight cents (\$12,286.38).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of October,  
2008.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **HAY RIVER MOBILE HOME PARK**, Applicant, and  
**DAVID BEAMISH**, 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**

Applicant/Landlord

-and-

**DAVID BEAMISH**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:**                      **October 3, 2008**

**Place of the Hearing:**                      **Fort Smith, NT by teleconference**

**Appearances at Hearing:**                      **Michelle Schaub, representing the applicant (by  
telephone)  
David Beamish, respondent**

**Date of Decision:**                      **October 3, 2008**

**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 to pay future rent on time.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing as at August 1, 2008 in the amount of \$13,266.38. The applicant stated that since that date the September rent (\$260) and October rent (\$260) had come due and a payment had been received on September 19, 2008 in the amount of \$1500, bringing the balance owing to \$12,286.38.

The respondent did not dispute the allegations.

I find the respondent in breach of his obligation to pay rent. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$12,286.38 and to pay the monthly rent on time in the future.

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Hal Logsdon  
Rental Officer