

IN THE MATTER between **HAY RIVER MOBILE HOME PARK LTD.**, Applicant,  
and **BRANDON BUGGINS**, 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 -

**BRANDON BUGGINS**

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 one thousand nine hundred eighty dollars (\$1980.00).
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 6th day of  
November, 2009.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **HAY RIVER MOBILE HOME PARK LTD.**, Applicant,  
and **BRANDON BUGGINS**, 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 LTD.**

Applicant/Landlord

-and-

**BRANDON BUGGINS**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 6, 2009

**Place of the Hearing:** Hay River, NT via teleconference

**Appearances at Hearing:** Michelle Schaub, representing the applicant  
Brandon Buggins, respondent

**Date of Decision:** November 6, 2009

**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 premises consist of a lot in a mobile home park. The monthly rent for the premises is \$240.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing as at September 1, 2009 in the amount of \$1500. The applicant testified that since that date the October, 2009 and the November, 2009 rents had come due and no payments had been made, bringing the balance owing to \$1980. The tenancy agreement between the parties obligates the tenant to pay the monthly rent on the first day of every month.

The respondent did not dispute the allegations.

I find the respondent in breach of his obligation to pay rent and find rent arrears in the amount of \$1980. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1980 and to pay future rent on time.

---

Hal Logsdon  
Rental Officer