IN THE MATTER between **HAY RIVER MOBILE HOME PARK LTD.**, Applicant, and **JASON TROY RODGERS**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act")and amendments thereto;

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 -

JASON TROY RODGERS

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 three hundred thirty three dollars (\$1333.00).
- 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 22nd day of March, 2011.

Hal Logsdon Rental Officer IN THE MATTER between **HAY RIVER MOBILE HOME PARK LTD.**, Applicant, and **JASON TROY RODGERS**, 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-

JASON TROY RODGERS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 15, 2011

<u>Place of the Hearing:</u> Hay River, NT via teleconference

Appearances at Hearing: Michelle Schaub, representing the applicant

Jason Troy Rodgers, respondent

Date of Decision: March 15, 2011

- 2 -

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 January 12, 2011 in the amount of \$853. The applicant testified that since that

date the February, 2011 rent (\$240) and the March 2011 rent (\$240) had come due and no

payments had been received, bringing the balance owing to \$1333. The applicant sought an order

for that amount.

The respondent did not dispute the allegations.

I find the respondent in breach of his obligation to pay rent and find rent arrears of \$1333. An

order shall issue requiring the respondent to pay the applicant rent arrears of \$1333 and to pay

future rent on time.

Hal Logsdon Rental Officer