

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

ANDREW DRASKOCZI

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 four thousand dollars (\$4000.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 2C Park Place, 61 Woodland Drive, Hay River, NT shall be terminated on March 31, 2011 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of March,
2011.

Hal Logsdon
Rental Officer

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

ANDREW DRASKOCZI

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 15, 2011

Place of the Hearing: Hay River, NT via teleconference

Appearances at Hearing: Michelle Schaub, representing the applicant

Date of Decision: March 15, 2011

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent 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 by failing to pay the full amount of the required security deposit. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement.

The applicant provided a statement of the account which indicated a balance owing in the amount of \$3000. Of that amount \$800 was outstanding security deposit. The applicant stated that since the statement was issued, the February, 2011 rent (\$900) and the March 2011 rent (\$900) had come due bringing the balance owing to \$4800, of which \$800 is outstanding security deposit and \$4000 is rent. The statement indicates that no payments have been made by the respondent since November 1, 2010.

The applicant stated that they did not wish to continue the tenancy even if the rent arrears were paid, given the poor history of payments.

I find the statement in order and find rent arrears of \$4000. In my opinion, there are sufficient grounds to terminate the tenancy agreement. The rent is over four months in arrears, the

respondent has been in arrears since the commencement of the tenancy and the security deposit remains unpaid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$4000 and terminating the tenancy agreement on March 31, 2011.

Hal Logsdon
Rental Officer