

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

STEVEN MITRO

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 two hundred sixty dollars (\$260.00).
2. Pursuant to section 63(4)(b) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for use and occupation of the rental premises after the tenancy agreement was terminated in the amount of seven hundred eighty dollars (\$780.00) plus,
 - a) Eight dollars and thirty eight cents (\$8.38) for each day in December 2011 and January, 2012 that the tenant remains in possession.

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of
November, 2011.

Hal Logsdon
Rental Officer

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

STEVEN MITRO

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 10, 2011

Place of the Hearing: Hay River, NT via teleconference

Appearances at Hearing: Michelle Schaub, representing the applicant
Steven Mitro, respondent

Date of Decision: November 10, 2011

REASONS FOR DECISION

The applicant submitted that the tenancy agreement between the parties for a mobile home park lot was terminated by order on August 31, 2011 when the respondent failed to pay rent arrears in accordance with an order. The applicant sought an eviction order, rent arrears and compensation for use and occupation from August 31, 2011 to present.

The applicant stated that there had not been a new tenancy agreement formed since the issuance of the order nor had the tenancy agreement been reinstated.

The applicant stated that the total amount owed to the landlord was \$3840.

The respondent did not dispute the allegations and stated that he would like to pay the rent arrears in monthly payments. The applicant was not adverse to a payment arrangement but was not confident that the respondent would make regular payments.

This tenancy agreement was terminated by order on August 31, 2011 when the respondent failed to pay the ordered rent arrears (file #10-12176, filed on August 5, 2011). The respondent is still in possession. There is no provision in the *Residential Tenancies Act* which permits a rental officer to reinstate a tenancy agreement after it has been terminated in accordance with the Act. Therefore the respondent is overholding and the decision to reinstate the tenancy agreement lies solely with the landlord.

Previous orders have provided the applicant with relief for rent arrears to July 31, 2011. An order shall issue providing additional relief for the outstanding August, 2011 rent of \$260. The respondent is also ordered to pay compensation for use and occupation of the premises for September, October and November, 2011 in the total amount of \$780 (3 months @ \$260/month) and compensation of \$8.38/day for days in December, 2011 and January, 2012 that the respondent remains in possession.

An eviction order to be effective on November 30, 2011 shall be issued separately.

Hal Logsdon
Rental Officer