

IN THE MATTER between **BUENA VISTA PROPERTIES LTD.**, Applicant, and  
**ROBERT MELLETT**, 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 **INUVIK, NT.**

BETWEEN:

**BUENA VISTA PROPERTIES LTD.**

Applicant/Landlord

- and -

**ROBERT MELLETT**

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 five thousand seven hundred dollars (\$5700.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 5 Lagoon Road, Inuvik, NT shall be terminated on November 30, 2011 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of  
November, 2011.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **BUENA VISTA PROPERTIES LTD.**, Applicant, and  
**ROBERT MELLETT**, 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:

**BUENA VISTA PROPERTIES LTD.**

Applicant/Landlord

-and-

**ROBERT MELLETT**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 16, 2011

**Place of the Hearing:** Yellowknife, NT via teleconference

**Appearances at Hearing:** Vince Brown, representing the applicant  
Robert Mellett, respondent

**Date of Decision:** November 16, 2011

**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 terminating the tenancy agreement and evicting the respondent. The premises consist of a lot in a mobile home park.

The rent for the lot is \$300/month and the parties agreed that no rent had been paid since April, 2010 bringing the balance owing to \$5700 as at the date of the hearing. The respondent has not lived in the mobile home since April, 2010 but did rent it to others until approximately May, 2011 when his tenants appear to have abandoned the premises. The mobile home has been uninhabited since that time. The respondent expressed an interest in the mobile home and would like to sell it but has not been able to find a purchaser.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$5700. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full.

Although abandonment might be applicable here, in my opinion, the conditional termination of the tenancy by order is preferable for the following reasons:

1. It gives the tenant an opportunity to promptly pay the arrears and continue the tenancy agreement.

2. It gives the respondent an opportunity to try to arrange a sale prior to any disposal of the property by the applicant.
3. If the conditions are not met and the tenancy agreement is terminated, the mobile home and contents, if not removed from the lot by the tenant, clearly become abandoned personal property and may be treated as such by the landlord pursuant to sections 64 and 65 of the *Residential Tenancies Act*. If the tenancy agreement is terminated by the conditional order then the applicant may remove the mobile home from the lot, or secure it on the lot, and keep it in a secure manner for 60 days. During that period the respondent, or the rightful owner if it is sold, may claim it by paying any removal and storage costs. If the respondent or rightful owner does not claim the mobile home and contents within 60 days, the applicant may seek permission of the rental officer to dispose of the possessions and apply any proceeds to removal and storage costs and to the satisfaction of this order. The remainder, if any, is remitted to the rental officer who will return it to the respondent or rightful owner upon their claim.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$5700 and terminating the tenancy agreement on November 30, 2011 unless that amount is paid in full.

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Hal Logsdon  
Rental Officer