

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

ALLAN BROWNING

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 thousand two hundred sixty dollars (\$2260.00).
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 56-61 Woodland Drive, Hay River, NT shall be terminated on March 15, 2012 and the respondent shall vacate the premises on that date unless the rent arrears and the March, 2012 rent in the total amount of two thousand five hundred twenty dollars (\$2520.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of
February, 2012.

Hal Logsdon
Rental Officer

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

ALLAN BROWNING

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 10, 2012

Place of the Hearing: Hay River, NT via teleconference

Appearances at Hearing: Michelle Schaub, representing the applicant

Date of Decision: February 10, 2012

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. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement unless the arrears were paid in full. The premises consist of a lot in a mobile home park.

The applicant provided a statement of the rent account which indicated a balance owing of \$2605 as at January 10, 2012. The applicant stated that since that date the February, 2012 rent of \$260 had come due and a payment of \$605 had been made bringing the balance owing to \$2260.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$2260. A previous order (file #10-11740, filed on November 22, 2010) has been satisfied. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full. Although the respondent makes periodic payment of rent, they have not been sufficient to meet the monthly rent and the arrears continue to increase.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$2260 and terminating the tenancy agreement on March 15, 2012 unless the arrears and the March, 2012

rent in the total amount of \$2520 are paid in full. I calculate that amount as follows:

Rent arrears	\$2260
March/12 rent	<u>260</u>
Total	\$2520

Hal Logsdon
Rental Officer