

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 63(4)(b) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for use and occupation of the mobile home park lot after the tenancy agreement was terminated in the amount of four thousand one hundred forty one dollars and seventy four cents (\$4141.74).

DATED at the City of Yellowknife, in the Northwest Territories this 28th day of May,
2014.

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: May 21, 2014

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Michelle Schaub, representing the applicant
Allan Browning, respondent

Date of Decision: May 28, 2014

REASONS FOR DECISION

This tenancy agreement was terminated by order on March 15, 2012 when the respondent failed to pay rent arrears of \$2520 (file #10-12614, filed on February 10, 2012). The rental premises consist of a lot in a mobile home park and the respondent failed to remove the mobile home from the lot. The applicant obtained an eviction order to be effective on July 10, 2012 (file #10-12890B, filed on June 27, 2012).

There was no evidence to indicate that a new tenancy agreement had been executed and the applicant testified that the tenancy agreement had not been reinstated. She stated that the eviction order was not used because the respondent pledged to make arrangements to address the rent arrears but did not do so. The applicant stated that the previous eviction order was not filed and had expired. The applicant sought compensation for use and occupation of the mobile home lot and an eviction order.

The applicant provided a statement of account which indicated a balance owing of \$4141.74.

The respondent did not dispute the allegations. He stated that he had been trying to find work but has not been successful. He stated that he had acquired additional training and had made numerous applications for employment but had not had an offer. He stated that he was now receiving assistance through the *Income Security Program* and that the May rent had been paid in full.

My review of the statement indicates that the previous orders for rent arrears and compensation for use and occupation have been satisfied, leaving \$1538.26 to apply against compensation for use and occupation from August 1, 2012 to present.

Order #10-12614 - rent arrears	\$2260.00
Order #10-12890 - rent arrears	125.81
Order #10-12890 - overholding	914.19
Order #10-12890 - overholding (to July 31/12)	<u>260.00</u>
	\$3560.00
Total amount paid since orders issued	<u>(5138.26)</u>
	\$1578.26

Compensation for overholding (August 1/12 to May 31) @ 260/month	\$5720 .00
less amounts paid after previous orders satisfied	<u>(1578.26)</u>
Total	\$4141.74

This balance agrees with the applicant's statement. An order shall issue requiring the respondent to pay the applicant compensation for use and occupation of the rental premises from August 1, 2012 to May 31, 2014. The applicant is granted leave to make another application for additional compensation for use and occupation after May 31, 2014.

An eviction order to be effective on June 30, 2014 shall be issued separately.

Hal Logsdon
Rental Officer