

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

BRENT KING

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 one thousand seventy dollars (\$1070).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of
December, 2012.

Hal Logsdon
Rental Officer

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

BRENT KING

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 27, 2012

Place of the Hearing: Hay River, NT via teleconference

Appearances at Hearing: Michelle Schaub, representing the applicant

Date of Decision: November 27, 2012

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail. At the time of the hearing there was no confirmation of receipt but the respondent was provided with a notice by Canada Post on November 5, 2012 that an item was available for pick-up. The respondent failed to appear at the hearing. In my opinion, it is not unreasonable to deem the Notice of Attendance served pursuant to section 71(5) of the *Residential Tenancies Act*. The matter was heard in the absence of the respondent.

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 to pay future rent on time. The premises consist of a lot in a mobile home park.

The applicant provided a statement of the rent account which indicated a balance of rent owing as at September 12, 2012 of \$1100. The applicant testified that since that date, the October rent (\$260) and November rent (\$260) had come due and two payments totalling \$550 had been made, bringing the balance owing to \$1070.

I find the respondent in breach of his obligation to pay rent and find rent arrears of \$1070. An order shall issue requiring the respondent to pay the applicant rent arrears of \$1070 and to pay future rent on time.

Hal Logsdon
Rental Officer