

IN THE MATTER between **HAY RIVER MOBILE HOME PARK LTD.**, Applicant,
and **BRENDA MATTO**, 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,
regarding the rental premises at **HAY RIVER, NT.**

BETWEEN:

HAY RIVER MOBILE HOME PARK LTD.

Applicant/Landlord

- and -

BRENDA MATTO

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 one hundred ninety six dollars (\$2196.00).
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 1st day of
September, 2009.

Hal Logsdon
Rental Officer

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

BRENDA MATTO

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 20, 2009

Place of the Hearing: Hay River, NT via teleconference

Appearances at Hearing: Michelle Schaub, representing the applicant

Date of Decision: August 20, 2009

REASONS FOR DECISION

This matter was originally scheduled to be heard on June 30, 2009 but was not heard at that time because neither the application nor the Notice of Attendance were served on the respondent. Both were sent by registered mail but were returned to the sender. The applicant later personally served the application on the respondent and confirmed that the respondent was still in possession of the premises. The matter was rescheduled for August 20, 2009. The Notice of Attendance was again sent by registered mail and was again unclaimed and returned to the Rental Office. Given that the matter is a simple issue of rent and the applicant is simply seeking an order to pay the rent arrears and to pay the monthly rent on time, in my opinion, it is reasonable to deem the Notice of Attendance served pursuant to section 71(2) of the *Residential Tenancies Act*. Consequently, 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. The applicant 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 for a mobile home.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing as at May 1, 2009 in the amount of \$1716. The applicant testified that since that time the respondent had paid \$240 and that the June, July and August, 2009 rents of \$240/month had come due, bringing the balance owing to \$2196.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$2196.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2196 and to pay future rent on time.

Hal Logsdon
Rental Officer