

IN THE MATTER between **HAY RIVER MOBILE HOME PARK LTD.**, Applicant,  
and **BRENT JOHNSON**, 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 **FORT SMITH, NT.**

BETWEEN:

**HAY RIVER MOBILE HOME PARK LTD.**

Applicant/Landlord

- and -

**BRENT JOHNSON**

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 seven hundred dollars (\$1700.00).

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

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Hal Logsdon  
Rental Officer

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

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:**                      **June 14, 2011**

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

**Appearances at Hearing:**                      **Michelle Schaub, representing the applicant**

**Date of Decision:**                      **June 14, 2011**

**REASONS FOR DECISION**

The respondent was sent a Notice of Attendance by registered mail. There is no confirmation that the respondent received the notice but a message was left with his employer to contact the rental officer. The respondent did not contact the rental officer or appear at the hearing. The notice was deemed served pursuant to section 71(5) of the *Residential Tenancies Act* and the matter was heard in his absence.

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 applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$1440 as at May 10, 2011. The applicant testified that since that date the June, 2011 rent of \$260 has come due and no payments have been received bringing the balance owing to \$1700.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$1700.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1700. An order has already been issued to pay the monthly rent on time. It is still in effect.

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Hal Logsdon  
Rental Officer