

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

**CYNDI MCNICHOL**

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 five hundred six dollars and seventy five cents (\$1506.75).
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 15th day of  
February, 2012.

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Hal Logsdon  
Rental Officer

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

**CYNDI MCNICHOL**

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. At the time of the hearing there was no confirmation of receipt but the respondent was contacted by telephone on February 9, 2012 and advised of the notice and the time, date and place of the hearing. The respondent did not appear at the hearing. In my opinion, it is reasonable to deem the Notice of Attendance served pursuant to section 71(5) of the *Residential Tenancies Act*. The hearing was held 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 applicant provided a statement of the rent account which indicated a balance of rent owing as at November 7, 2011 in the amount of \$1246.75. The applicant stated that since that date the rents for December, 2011 (\$260), January, 2012 (\$260), and February, 2012 (\$260) had come due and two payments totalling \$520 had been made, bringing the balance owing to \$1506.75.

I find the respondent in breach of her obligation to pay rent and find rent arrears of \$1506.75. An order shall issue requiring the respondent to pay the applicant rent arrears of \$1506.75 and to pay future rent on time.

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Hal Logsdon  
Rental Officer