

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

TRAVIS GUILD

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 forty dollars (\$1040.00).
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 31st day of May,
2012.

Hal Logsdon
Rental Officer

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

TRAVIS GUILD

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 9, 2012

Place of the Hearing: Hay River, NT via teleconference

Appearances at Hearing: Michelle Schaub, representing the applicant

Date of Decision: May 9, 2012

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail but the respondent failed to appear at the hearing. At the time of the hearing, there was no confirmation that the respondent had picked up the Notice of Attendance although a notice had been left by Canada Post. I left a message at his place of work on May 8, 2012 to call the rental office regarding the hearing but he did not return the call. An email was also sent to the respondent advising him of the date, place and time of the hearing but was undeliverable. The applicant stated that the respondent is still in possession of the premises. In my opinion, it is likely that the respondent is avoiding service and it is reasonable to deem the notice served pursuant to section 71(5) of the *Residential Tenancies Act*. The hearing proceeded 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 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 April 5, 2012 of \$780. The applicant stated that since that date the May, 2012 rent of \$260 had come due and no payments had been received bringing the balance owing to \$1040.

I find the respondent in breach of his obligation to pay rent and find rent arrears of \$1040. An

order shall issue requiring the respondent to pay the applicant rent arrears of \$1040 and to pay future rent on time.

Hal Logsdon
Rental Officer