

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

WILLARD MCKAY

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 three hundred dollars (\$1300.00).
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 12th day of June,
2014.

Hal Logsdon
Rental Officer

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

WILLARD MCKAY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 8, 2014

Place of the Hearing: Hay River, NT via teleconference

Appearances at Hearing: Michelle Schaub, representing the applicant

Date of Decision: May 8, 2014

REASONS FOR DECISION

The respondent was set a Notice of Attendance by registered mail. At the time of the hearing, there was no confirmation of delivery but an attempted delivery was made on April 25, 2014 and a notice left indicating where the item could be picked 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 applicant provided a statement of the rent account which indicated a balance of rent owing of \$1040 as at March 4, 2014. The applicant testified that since that date the April rent (\$260) and May rent (\$260) had come due and a payment of \$260 had been made bringing the balance owing to \$1300. A copy of the tenancy agreement, provided in evidence, indicated that the monthly rent was \$260 and was payable each month in advance.

I find the respondent in breach of his obligation to pay rent and find rent arrears of \$1300. An order shall issue requiring the respondent to pay the applicant rent arrears of \$1300 and to pay future rent on time.

Hal Logsdon
Rental Officer