

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 five thousand three hundred eighty dollars (\$5380.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 24-61 Woodland Drive, Hay River, NT shall be terminated on April 30, 2015 and the respondent shall vacate the premises on that date unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of April,
2015.

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: April 2, 2015

Place of the Hearing: Hay River, NT via teleconference

Appearances at Hearing: Michelle Schaub, representing the applicant

Date of Decision: April 2, 2015

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail. The notice was returned to the rental office on March 31, 2015 unclaimed. The applicant also attempted to serve the filed application by registered mail but it was also returned unclaimed. The applicant stated the respondent was still in possession of the premises and testified that she had gone to the mobile home and knocked on the door but no one would answer although the premises were clearly occupied. It would appear that the respondent is avoiding service and in my opinion, it is not unreasonable to deem the service of the application and the Notice of Attendance pursuant to section 71(5) of the *Residential Tenancies Act*. The respondent failed to appear at the hearing and the hearing proceeded in his absence.

The applicant alleged that the respondent breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement. The tenancy agreement is for 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 February 1, 2015 of \$5160. The applicant stated that since that date the March and April rents had come due and a payment of \$300 was made on March 5, 2015 bringing the balance owing to \$5380. The applicant sought relief in that amount. The monthly rent for the premises is \$260. A previous order (file #10-12809, filed on May 31, 2012) has been satisfied.

I find the statement in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$5380. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$5380 and terminating the tenancy agreement on April 30, 2015 unless the rent arrears are paid in full.

Hal Logsdon
Rental Officer