

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

BRENT KING

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 two thousand three hundred twenty five dollars (\$2325.00).
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 15th day of April,
2015.

Hal Logsdon
Rental Officer

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

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 served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held 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 and the monthly rent is \$260.

The applicant provided a statement of the rent account in evidence which indicated a balance owing as at February 1, 2015 of \$1805. The applicant testified that since that date the March and April, 2015 rents had come due and no payments had been made, bringing the balance owing to \$2325. The tenancy agreement, provided in evidence by the applicant, requires the monthly rent to be paid on the first day of every month.

Two previous orders (file #10-11930, filed on March 23, 2011 and file #10-13110, filed on December 7, 2012) have been fully satisfied.

I find the respondent in breach of his obligation to pay rent and find rent arrears of \$2325. An order shall issue requiring the respondent to pay the applicant rent arrears of \$2325 and to pay future rent on time.

Hal Logsdon
Rental Officer