

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

FREEMAN SMITH

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 15th day of April,
2015.

Hal Logsdon
Rental Officer

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

FREEMAN SMITH

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. At the time of the hearing, there was no confirmation of receipt but Canada Post confirmed that a notice had been left at the respondent's address on March 3, 2015 advising of the location where the item could be picked up. The Notice of Attendance was subsequently returned to the rental office unclaimed. The applicant stated that the premises were occupied and had not been abandoned. In my opinion, it is not unreasonable to deem the Notice of Attendance served in accordance with section 71(5) of the *Residential Tenancies Act*. 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 \$1040. The applicant testified that since that date the March and April, 2015 rents had come due and one payment of \$260 had been made on March 27, 2015 bringing the balance owing to \$1300. 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 #10-11739, filed on November 22, 2010 and file #10-14039, filed on

June 20, 2014) have been fully satisfied.

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