

IN THE MATTER between **HAY RIVER MOBILE HOME PARK**, Applicant, and
ADAM DESROSIERS, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act") as amended;

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

Applicant/Landlord

- and -

ADAM DESROSIERS

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 forty dollars (\$2340.00).
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 1st day of October,
2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **HAY RIVER MOBILE HOME PARK**, Applicant, and
ADAM DESROSIERS, 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

Applicant/Landlord

-and-

ADAM DESROSIERS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 26, 2015

Place of the Hearing: Hay River, NT via teleconference

Appearances at Hearing: Michelle Schaub, representing the applicant

Date of Decision: August 26, 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 delivery but Canada Post confirmed that a notice was left at the respondent's address on August 11, 2015 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 in accordance with section 71(5) of the *Residential Tenancies Act*. The hearing was held in the absence of the respondent.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The premises consist of a mobile home park lot. The applicant 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 as at June 1, 2015 of \$1820. The applicant stated that since that date the July rent had come due (\$260), the August rent had come due (\$260) and no payments had been made bringing the balance owing to \$2340.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$2340. An order shall issue requiring the respondent to pay rent arrears of \$2340 and to pay future rent on time.

Hal Logsdon
Rental Officer