

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **CYRIL CARDINAL**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

CYRIL CARDINAL

Respondent/Tenant

EVICITION ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 63(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall be evicted from the premises known as Apartment 210, 600 Gitzel Street, Yellowknife, NT on March 16, 2014 unless the rent arrears and the March, 2014 rent in the total amount of seven thousand one hundred sixty one dollars (\$7161.00) are paid in full on or before March 15, 2014.

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of February, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **CYRIL CARDINAL**, 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:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

-and-

CYRIL CARDINAL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 19, 2014

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Wendy Hackett, representing the applicant

Date of Decision: February 19, 2014

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 with the respondent on February 4, 2014 advising him that the item was available for pick-up. The respondent failed to appear at the hearing and the hearing was held in his absence. The applicant stated that the respondent was still in possession of the premises. 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 tenancy agreement between the parties will be terminated by order on March 15, 2014 unless the respondent pays the applicant rent arrears and the March, 2014 rent in the total amount of \$7161.00 (file #10-13857, filed on February 21, 2014). In my opinion, the eviction is justified if the respondent fails to pay the ordered amount and remains in possession of the rental premises after March 15, 2014.

Hal Logsdon
Rental Officer