

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
DELORES NITSIZA AND FLOYD GON, Respondents;

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 -

DELORES NITSIZA AND FLOYD GON

Respondents/Tenants

EVICITION ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 63(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondents shall be evicted from the premises known as Apartment 201, 5001 - 52nd Avenue, Yellowknife, NT on March 16, 2014 unless the rent arrears and the March, 2014 rent in the total amount of seven thousand four hundred forty five dollars (\$7445.00) are paid in full on or before March 15, 2014.

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of
February, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
DELORES NITSIZA AND FLOYD GON, Respondents.

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-

DELORES NITSIZA AND FLOYD GON

Respondents/Tenants

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 respondents were sent Notices 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 respondents on February 4, 2014 advising them that the item was available for pick-up. The respondents failed to appear at the hearing and the hearing was held in their absence. The applicant stated that the respondents were still in possession of the premises. In my opinion, it is not unreasonable to deem the Notices of Attendance served pursuant to section 71(5) of the *Residential Tenancies Act*.

The tenancy agreement between the parties will be terminated on March 15, 2014 unless the respondents pay the applicant rent arrears and the March 2014 rent totalling \$7445 (file #10-13858, filed on February 20, 2014). In my opinion, the eviction is justified if the respondents fail to pay the ordered amount and remain in possession of the rental premises after March 15, 2014.

Hal Logsdon
Rental Officer