

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,  
Applicant, and **WILBERT MINOZA**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter  
R-5 and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,  
regarding the rental premises at **FORT PROVIDENCE, NT**.

BETWEEN:

**FORT PROVIDENCE HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**WILBERT MINOZA**

Respondent/Tenant

**EVICTON ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 63(4)(a) of the *Residential Tenancies Act*, the respondent shall be evicted from the premises known as Unit 65 A, Lot 145, Fort Providence, NT on December 15, 2010.

DATED at the City of Yellowknife, in the Northwest Territories this 26th day of  
November, 2010.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,  
Applicant, and **WILBERT MINOZA**, 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:

**FORT PROVIDENCE HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**WILBERT MINOZA**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 26, 2010

**Place of the Hearing:** Fort Providence, NT via teleconference

**Appearances at Hearing:** Rose Vandell, representing the applicant  
Alphonsine Gargan, representing the applicant  
Wilbert Minoza, respondent

**Date of Decision:** November 26, 2010

**REASONS FOR DECISION**

The tenancy agreement between the parties was terminated on August 15, 2010 by order of a Rental Officer (file #10-11507, filed on July 8, 2010). The respondent remains in possession of the premises.

In my opinion, the eviction is justified for the following reasons:

The previous order required the respondent to pay rent arrears of \$1712.09 and terminated the tenancy agreement on August 15, 2010 unless the rent arrears were paid by that date.

The respondent was ordered to pay future rent on time.

The respondent failed to pay the rent arrears or pay the monthly rent on time.

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Hal Logsdon  
Rental Officer