

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **EDITH MACK**, 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 -

EDITH MACK

Respondent/Tenant

EVICITION ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 63(4)(a) of the *Residential Tenancies Act* the respondent shall be evicted from the rental premises known as Apartment 11, 5023 - 48 Street, Yellowknife, NT on May 1, 2011.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of April, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **EDITH MACK**, 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-

EDITH MACK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 13, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant
Les Buss, representing the respondent

Date of Decision: April 13, 2011

REASONS FOR DECISION

A previous order (file #10-11907, filed on March 1, 2011) ordered the respondent to pay rent arrears and terminated the tenancy agreement on March 15, 2011 unless the arrears and the March 2011 rent was paid in full. A statement of account provided in evidence indicates that the required amount was not paid until March 31, 2011. The applicant testified that no new tenancy agreement had been executed since March 15, 2011 nor was the tenancy agreement reinstated. Therefore, the tenancy agreement was terminated on March 15, 2011 and the respondent is overholding.

The applicant stated that they would reinstate the tenancy agreement and not enforce any eviction order issued if compensation for use and occupation of the premises for April, 2011 in the amount of \$663.53 was paid by April 30, 2011. In my opinion that decision should be at the landlord's discretion. The landlord is entitled to an eviction order and it would not be reasonable for a rental officer to place conditions on that order.

An order shall issue evicting the respondent from the premises on May 1, 2011 and the respondent may enforce it or not enforce it as they see fit.

Hal Logsdon
Rental Officer