

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**CORRINE EYAKFOU**, 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 -

**CORRINE EYAKFOU**

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 eight hundred seventy two dollars and thirty two cents (\$2872.32).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 18, 5023 48th Street, Yellowknife, NT shall be terminated on November 25, 2011 and the respondent shall vacate the premises on that date, unless the rent arrears of two thousand eight hundred seventy two dollars and thirty two cents (\$2872.32) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of  
November, 2011.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**CORRINE EYAKFOU**, 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-

**CORRINE EYAKFOU**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 4, 2011

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Maigan Lefrancois, representing the applicant

**Date of Decision:** November 4, 2011

### **REASONS FOR DECISION**

This matter was originally set for hearing on October 12, 2011. A Notice of Attendance was sent to the respondent by registered mail for that date but was returned undelivered. The service of another Notice of Attendance for October 12, 2011 was attempted by the applicant but was unsuccessful. The matter was not heard on October 12, 2011 and was scheduled for November 4, 2011. A notice of Attendance was sent to the respondent by registered mail but no confirmation of delivery had been obtained by the time of the hearing. The applicant stated that the respondent was still in possession of the premises. In my opinion, the respondent is likely avoiding service and it is reasonable to deem the Notice of Attendance served pursuant to section 71(5) of the *Residential Tenancies Act*.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent unless the rent arrears were paid in full.

The applicant provided a statement in evidence which indicated a balance of rent owing in the amount of \$2940.32. The applicant stated that the \$68 of penalties for late rent shown on the statement should not have been applied and sought relief of \$2872.32. The monthly rent for the premises is \$1340.

I find the respondent in breach of her obligation to pay rent and find rent arrears of \$2872.32. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2872.32 and terminating the tenancy agreement on November 25, 2011 unless that amount is paid in full. An eviction order to be effective on November 28, 2011 unless the rent arrears are paid on or before November 25, 2011 shall be issued separately.

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Hal Logsdon  
Rental Officer