

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

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 18, 5023 48th Street, Yellowknife, NT on November 28, 2011 unless rental arrears in the amount of two thousand eight hundred seventy two dollars and thirty two cents (\$2872.32) are paid in full on or before November 25, 2011.

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

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 tenancy agreement between the parties will be terminated on November 25, 2011 unless the respondent pays the applicant rent arrears of \$2872.32 (file #10-12358, filed on November 8, 2011). In my opinion, the eviction of the respondent is justified if the respondent fails to pay the rent arrears as ordered and remains in possession of the premises.

Hal Logsdon
Rental Officer