

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **TANYA MCLEOD**, 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 -

TANYA MCLEOD

Respondent/Tenant

EVICTON 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 5456 52nd Street on December 14, 2011 unless the rent arrears and the December, 2011 rent in the total amount of six thousand five dollars and thirty three cents (\$6005.33) are paid in full on or before December 13, 2011.

DATED at the City of Yellowknife, in the Northwest Territories this 24th day of November, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **TANYA MCLEOD**, 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-

TANYA MCLEOD

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 23, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant

Date of Decision: November 24, 2011

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail. Although at the time of the hearing I did not have confirmation that she had received the item, she was notified by Canada Post that the item was available for her to pick up at the post office. I also contacted the respondent by phone on November 22, 2011 and advised her of the date, location and time of the hearing. The respondent failed to appear at the hearing and the hearing was held in her absence. In my opinion, it is reasonable to deem the notice served pursuant to section 71(5) of the *Residential Tenancies Act*.

The tenancy agreement between the parties will be terminated by order on December 13, 2011 unless the respondent pays the applicant rent arrears and the December, 2011 rent in the total amount of \$6005.33 (file #10-12447, filed on November 24, 2011).

In my opinion, the eviction is justified if the tenant fails to satisfy the order and continues to occupy the rental premises.

Hal Logsdon
Rental Officer