

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**KENNETH BALSILLIE**, 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 -

**KENNETH BALSILLIE**

Respondent/Tenant

**EVICITION ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 63(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall be evicted from the premises known as Apartment 16, 5201 - 51st Street, Yellowknife, NT on March 16, 2012 unless rent arrears and the March, 2012 rent in the total amount of three thousand five hundred twenty three dollars and fourteen cents (\$3523.14) are paid in full on or before March 15, 2012

DATED at the City of Yellowknife, in the Northwest Territories this 29th day of  
February, 2012.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**KENNETH BALSILLIE**, 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-

**KENNETH BALSILLIE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 28, 2012

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

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

**Date of Decision:** February 28, 2012

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail. At the time of the hearing, there was no confirmation of delivery however the respondent was contacted by phone on February 24, 2012 and was informed of the notice and the time, place and date of the hearing. The respondent failed to appear at the hearing and the hearing was held in his absence. In my opinion, it is not unreasonable 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 by order on March 15, 2012 unless the respondent pays the applicant rent arrears and the March, 2012 rent in the total amount of three thousand five hundred twenty three dollars and fourteen cents (\$3523.14) on or before that date (file #10-12619, filed on February 29, 2012).

In my opinion the eviction is justified if the respondent fails to pay the ordered amount on or before March 15, 2012 and remains in possession of the premises.

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Hal Logsdon  
Rental Officer