

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **MARION MACKEINZO AND GEORGE MACKEINZO**, Respondents;

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:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

- and -

**MARION MACKEINZO AND GEORGE MACKEINZO**

Respondents/Tenants

**EVICITION ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 63(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondents shall be evicted from the premises known as 773 Bigelow Crescent on April 13, 2012 unless rent arrears, repair costs and compensation for use and occupation in the total amount of two thousand five hundred eighty two dollars and ninety seven cents (\$2582.97) is paid in full to the applicant.

DATED at the City of Yellowknife, in the Northwest Territories this 22nd day of March,  
2012.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **MARION MACKEINZO AND GEORGE MACKEINZO**, Respondents.

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:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

-and-

**MARION MACKEINZO AND GEORGE MACKEINZO**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** March 21, 2012

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

**Appearances at Hearing:** Ella Newhook, representing the applicant  
Marion Mackeinzo, respondent

**Date of Decision:** March 22, 2012

**REASONS FOR DECISION**

I find the applicant's termination notice in order and in accordance with sections 51(5) and 55(3) of the *Residential Tenancies Act*. Therefore the tenancy agreement between the parties was lawfully terminated on February 29, 2012.

The applicant stated that they would not enforce any eviction order if the respondents paid the rent arrears, repair costs and compensation for use and occupation ordered on or before April 13, 2012 (file #10-12687, filed on March 22, 2012). The amount ordered to be paid is \$2582.97 calculated as follows:

Rent arrears	\$1431.00
Repair costs	206.29
Compensation	<u>945.68</u>
Total	\$2582.97

In my opinion, the eviction is justified if the respondents fail to pay the ordered amounts on or before April 13, 2012 and remain in possession of the premises after that date.

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Hal Logsdon  
Rental Officer