

IN THE MATTER between **YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**, Applicant, and **BEN GOULET AND SUZANNE GOULET**, 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 **NDILO, NT**.

BETWEEN:

**YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**

Applicant/Landlord

- and -

**BEN GOULET AND SUZANNE GOULET**

Respondents/Tenants

**EVICITION ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 63(4)(a) and 83(2) of the *Residential Tenancies Act* the respondent, Ben Goulet and all other occupants of the premises shall be evicted from Sikyea Apartments #5, Ndilo, NT on October 31, 2012 unless rent arrears in the amount of sixty five thousand nine hundred seventy one dollars and ninety nine cents (\$65,971.99) are paid in full on or before October 30, 2012.

DATED at the City of Yellowknife, in the Northwest Territories this 26th day of July, 2012.

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Hal Logsdon  
Rental Officer

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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:

**YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**

Applicant/Landlord

-and-

**BEN GOULET AND SUZANNE GOULET**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** July 25, 2012

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

**Appearances at Hearing:** Rose Black, representing the applicant

**Date of Decision:** July 25, 2012

**REASONS FOR DECISION**

The respondents were personally served with Notices of Attendance but failed to appear at the hearing. The hearing was held in their absence.

The application named Ben and Suzanne Goulet as respondents but the tenancy agreement names only Ben Goulet as tenant. Therefore any order made shall be against Ben Goulet as sole tenant.

The tenancy agreement between the parties will be terminated by order on October 30, 2012 unless the respondent Ben Goulet pays the applicant rent arrears in the amount of \$65,971.99. In my opinion, the eviction is justified if the respondent Ben Goulet fails to make the ordered payment of rent arrears and remain in possession of the premises.

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Hal Logsdon  
Rental Officer