

IN THE MATTER between **THE PARRY HOUSE APARTMENTS**, Applicant, and  
**DIANE ESSERY**, 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:

**THE PARRY HOUSE APARTMENTS**

Applicant/Landlord

- and -

**DIANE ESSERY**

Respondent/Tenant

**EVICTON ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 63(4)(a) of the *Residential Tenancies Act*, the respondent shall be evicted from the premises known as Apartment 301, 5012 48th Street, Yellowknife, NT on April 16, 2013.

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of April,  
2013.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **THE PARRY HOUSE APARTMENTS**, Applicant, and  
**DIANE ESSERY**, 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:

**THE PARRY HOUSE APARTMENTS**

Applicant/Landlord

-and-

**DIANE ESSERY**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 3, 2013

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

**Appearances at Hearing:** Rachel Roemer, representing the applicant

**Date of Decision:** April 3, 2013

**REASONS FOR DECISION**

The respondent was sent a Notice of Attendance by registered mail. At the time of the hearing there was no confirmation of delivery but the respondent attended the rental office on March 27, 2013 to inquire about the hearing. She stated that she was unable to pick up the notice because she did not have sufficient identification. The respondent was provided with 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 not unreasonable to deem the Notice of Attendance served in accordance with section 71(5) of the *Residential Tenancies Act*.

The tenancy agreement between the parties will be terminated by order on April 15, 2013 (file #10-13357, filed on April 4, 2013). In my opinion, the eviction is justified if the respondent remains in possession of the premises after that date.

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Hal Logsdon  
Rental Officer