

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **AIMEE HAUCK**, 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 -

AIMEE HAUCK

Respondent/Tenant

EVICITION ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 63(1)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall be evicted from the premises known as Apartment 221, 5603-51A Avenue, Yellowknife, NT on July 16, 2014 unless the rent arrears and the July, 2014 rent in the total amount of six thousand three hundred fifty two dollars (\$6352.00) are paid in full on or before July 15, 2014.

DATED at the City of Yellowknife, in the Northwest Territories this 27th day of June, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **AIMEE HAUCK**, 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-

AIMEE HAUCK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **June 25, 2014**

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

Appearances at Hearing: **Aya Burshan, representing the applicant**

Date of Decision: **June 25, 2014**

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 Canada Post confirmed that delivery was attempted on June 11 and a notice left indicating where the item could be picked up. In my opinion, it is not unreasonable to deem the notice served in accordance with 71(5) of the *Residential Tenancies Act*. The respondent failed to appear at the hearing and the hearing was held in her absence.

The tenancy agreement between the parties will be terminated by order on July 15, 2014 unless the respondent pays the applicant rent arrears and the July, 2014 rent totalling \$6352 (file #10-14113, filed on June 27, 2014). In my opinion, the eviction is justified if the respondent fails to pay the ordered amount and remains in possession of the rental premises after July 15, 2014.

Hal Logsdon
Rental Officer