

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
FLORENCE BROWN, 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 -

FLORENCE BROWN

Respondent/Tenant

EVICITION ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 63(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall be evicted from the premises known as Apartment 1, 5605 - 50th Avenue, Yellowknife, NT on September 2, 2014 unless rent arrears in the amount of three thousand seventy five dollars (\$3075.00) are paid in full on or before August 29, 2014.

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of August,
2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
FLORENCE BROWN, 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-

FLORENCE BROWN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 6, 2014

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Aya Burshan, representing the applicant

Date of Decision: August 8, 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 receipt but Canada Post confirmed that delivery was attempted and a notice left on July 22, 2014 indicating where the item could be picked up. The respondent failed to appear at the hearing. 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 hearing was held in the absence of the respondent.

The tenancy agreement between the parties will be terminated by order on August 29, 2014 unless the respondent pays the applicant rent arrears of \$3075. In my opinion, the eviction is justified if the ordered arrears are not paid and the respondent remains in possession of the rental premises after August 29, 2014.

Hal Logsdon
Rental Officer