

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **DELTA CABS**, 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 **INUVIK, NT**.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

DELTA CABS

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 104, 50 Tununuk Drive, Inuvik, NT on February 7, 2015 unless the rent arrears and the rent for February, 2015 in the total amount of two thousand five hundred twenty dollars (\$2520.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of January, 2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **DELTA CABS**, 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-

DELTA CABS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 14, 2015

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Aru Vishisht, representing the applicant
Bright Lubansa, representing the applicant

Date of Decision: January 14, 2015

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 a notice was left at the respondent's address on December 23, 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 in accordance with section 71(5) of the *Residential Tenancies Act*. The matter was heard in the absence of the respondent.

The tenancy agreement between the parties will be terminated by order on February 6, 2015 unless rent arrears and the February, 2015 rent totalling \$2520 are paid on or before that date (file #20-14396, filed on January 21, 2015). 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 February 6, 2015.

Hal Logsdon
Rental Officer