

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **LAURA NERYSOO**, 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 **FORT MCPHERSON, NT**.

BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

- and -

LAURA NERYSOO

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 0057 James Simon Road, Fort McPherson, NT on March 1, 2015.

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of February,
2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **LAURA NERYSOO**, 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:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

-and-

LAURA NERYSOO

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 23, 2014

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Betty Firth, representing the applicant

Date of Decision: February 3, 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 the respondent was provided with a notice on December 8, 2014 indicating where the item could be picked up. The application was also served by registered mail and was confirmed delivered. 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 28, 2015 for breaching her obligation to declare the full and accurate household income as outlined in article 6 of the tenancy agreement (file #20-14364, filed on February 3, 2015). In my opinion the eviction is justified.

Hal Logsdon
Rental Officer