

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **JAY WADSWORTH**, 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 -

JAY WADSWORTH

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 308, 5123 - 53rd Street, Yellowknife, NT on September 16, 2015 unless the rent arrears and the rent for September, 2015 in the total amount of five thousand eight hundred thirty nine dollars and twelve cents (\$5839.12) are paid in full on or before September 15, 2015.

DATED at the City of Yellowknife, in the Northwest Territories this 26th day of August, 2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **JAY WADSWORTH**, 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-

JAY WADSWORTH

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 19, 2015

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Aya Burshan, representing the applicant

Date of Decision: August 26, 2015

REASONS FOR DECISION

The applicant requested that the style of cause of the application be amended to reflect the proper legal name of the landlord. The style of cause of this order has been amended accordingly.

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 August 5, 2015 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 matter was heard in the absence of the respondent.

The tenancy agreement between the parties will be terminated on September 15, 2015 unless the respondent pays the applicant rent arrears and the September, 2015 rent in the total amount of \$5839.12 (file #10-14817, filed on August 26, 2015). In my opinion, the eviction is justified if the ordered amount is not paid and the respondent remains in possession of the rental premises after September 15, 2015.

Hal Logsdon
Rental Officer