

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **ALLISON NEYANDO**, 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 -

ALLISON NEYANDO

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 0159 Andrew Kunnizzi Street, Fort McPherson, NT on November 1, 2015 unless the rent arrears in the amount of five hundred eighty four dollars and forty nine cents (\$584.49) are paid in full on or before October 31, 2015.

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

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **ALLISON NEYANDO**, 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-

ALLISON NEYANDO

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 17, 2015

Place of the Hearing: Fort McPherson, NT via teleconference

Appearances at Hearing: Betty Firth, representing the applicant

Date of Decision: September 17, 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 delivery but Canada Post confirmed that a notice was left at the respondent's address on September 2, 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 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 October 31, 2015 unless the respondent pays the ordered rent arrears of \$584.49 on or before that date (file #20-14805, filed on September 21, 2015). In my opinion, the eviction is justified if the respondent fails to pay the ordered rent arrears and remains in possession of the rental premises after October 31, 2015.

Hal Logsdon
Rental Officer