

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
JORDAN EKENDIA, 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 -

JORDAN EKENDIA

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of three thousand five hundred ninety five dollars and seventy four cents (\$3595.74).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment B204, 900 Lanky Court, Yellowknife, NT shall be terminated on December 31, 2012 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of
December, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
JORDAN EKENDIA, 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-

JORDAN EKENDIA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 13, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Connie Diener, representing the applicant

Date of Decision: December 13, 2012

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by email. The respondent failed to appear at the hearing and the hearing was held in his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent unless the rent arrears were paid.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$3665.74. The monthly rent for the premises is \$1700 and the respondent holds a security deposit of \$1770. A previous order (file #10-12772, filed on May 25, 2012) has been satisfied.

Section 14(1) of the *Residential Tenancies Act* limits the amount of a security deposit.

- 14. (1) No landlord shall require or receive a security deposit from a tenant other than**
- (a) in the case of a weekly tenancy, an amount equal to the rent for a period not exceeding one week; or**
 - (b) in the case of a tenancy other than a weekly tenancy, an amount equal to the rent for a period not exceeding one month.**

The security deposit held by the applicant exceeds the maximum amount by \$70. I shall credit the excess to the rent account, resulting in a balance of \$3595.74.

I find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$3595.74.

In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$3595.74 and terminating the tenancy agreement on December 31, 2012 unless those arrears are paid in full. An eviction order shall be issued separately.

Hal Logsdon
Rental Officer