

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

JAMES 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 six hundred twenty dollars and seventy three cents (\$620.73).
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 105, 5720 50th Avenue, Yellowknife, NT shall be terminated on April 8, 2011 and the respondent shall vacate the premises on that date, unless the rent arrears and the April, 2011 rent in the total amount of one thousand eight hundred twenty dollars and seventy three cents (\$1820.73) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 23rd day of March, 2011.

Hal Logsdon
Rental Officer

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

JAMES EKENDIA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 22, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant

Date of Decision: March 22, 2011

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. 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, terminating the tenancy agreement and evicting the respondent.

The applicant provided a statement in evidence which indicated a balance of rent owing in the amount of \$620.73. The monthly rent for the premises is \$1200. The applicant stated that the full amount of the required security deposit had been paid.

I find the statement in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$620.73. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid. The applicant indicated that they would be willing to continue the tenancy agreement if the rent arrears and the April, 2011 rent were paid in full on or before April 8, 2011.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$620.73 and terminating the tenancy agreement on April 8, 2011 unless the rent arrears and the April, 2011 rent in the total amount of \$1820.73 are paid in full. The eviction order is denied.

The applicant may apply for an eviction order if the respondent fails to satisfy this order and fails to give up possession of the premises.

Hal Logsdon
Rental Officer