

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 eight hundred fifty nine dollars (\$859.00).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of
November, 2011.

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: November 23, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Rosetta Morales, representing the applicant

Date of Decision: November 25, 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 and terminating the tenancy agreement and evicting the respondent unless the arrears were paid.

The applicant provided a statement of account in evidence which indicated a balance of rent and penalties for late rent in the amount of \$893. The monthly rent for the premises is \$1770. The applicant stated that a security deposit of \$1770 had been paid in full.

The August, 2011 rent was not paid until August 19, 2011. The applicant has charged a penalty of \$56 when the maximum permitted is \$22. Therefore the balance indicated on the ledger is overstated by \$34.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$859. Given the quantum of arrears and the substantial security deposit held by the applicant, the applicant's request for a conditional termination and eviction orders is denied.

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An order shall issue requiring the respondent to pay the applicant rent arrears of \$859 and to pay future rent on time.

Hal Logsdon
Rental Officer