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 one thousand five hundred one dollars (\$1501.00).
- 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 May 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 25th day of May, 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: | May 23, 2012 |
|----------------------|--------------|
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Place of the Hearing: Yellowknife, NT

Appearances at Hearing:Maigan Lefrancois, representing the applicantGenevieve Bekale, representing the respondent

Date of Decision: May 23, 2012

REASONS FOR DECISION

The applicant alleged that the respondent 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 promptly paid.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$1501.

The respondent's representative did not dispute the allegation and stated that the respondent would pay the balance on May 25, 2012.

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 \$1501. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1501 and terminating the tenancy agreement on May 31, 2012 unless those arrears are paid in full. In my opinion, an eviction order is not required at this time.

Hal Logsdon Rental Officer