IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **JORDAN BOURQUE**, 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 **INUVIK**, **NT**.

BETWEEN:

### NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

# JORDAN BOURQUE

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 eighty five dollars (\$1085.00).

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of December, 2013.

Hal Logsdon Rental Officer IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **JORDAN BOURQUE**, 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 BOURQUE**

Respondent/Tenant

# **REASONS FOR DECISION**

**Date of the Hearing:** November 20, 2013

<u>Place of the Hearing:</u> Inuvik, NT via teleconference

**Appearances at Hearing:** Aru Vashisht, representing the applicant

Bright Lubansa, representing the applicant

Jordan Bourque, respondent

Date of Decision: November 20, 2013

- 2 -

**REASONS FOR DECISION** 

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay

rent. The applicant sought an order requiring the respondent to pay the alleged rent arrears and

terminating the tenancy agreement and evicting the respondent.

The applicant provided a statement in evidence which indicated a balance of rent owing of \$1085

and a security deposit balance owing of \$900.

The respondent did not dispute the allegations and stated that he had given notice to terminate the

tenancy agreement on November 30, 2013 and intended to vacate the premises on that date. The

applicant acknowledged that the notice had been given and that it was in accordance with the

Act.

I find the statement in order and find the respondent in breach of his obligation to pay rent and

his obligation to provide the full amount of the required security deposit. I find the rent arrears to

be \$1085. In my opinion, there is no requirement to issue a termination order or an eviction order

as the respondent has given notice and intends to vacate in ten days. Similarly, an order to pay

the remainder of the security deposit is of little use to the applicant at this point in time.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of

\$1085.

Hal Logsdon Rental Officer