

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 rent arrears in the amount of seventy six dollars and eighty five cents (\$76.85).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair and cleaning costs in the amount of nine hundred dollars (\$900.00).

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of July,  
2014.

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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:** June 16, 2014

**Place of the Hearing:** Inuvik, NT

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

**Date of Decision:** July 2, 2014

### **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 tenancy agreement between the parties was terminated on November 30, 2013. The parties conducted an exit inspection and both parties endorsed the entry inspection and the exit inspection report. The applicant provided the reports in evidence. The applicant retained the security deposit (\$900), applying it against the replacement of a damaged carpet with laminate (\$250), cleaning costs (\$650) and rent arrears (\$1985) resulting in a balance owing of \$1985. The rent statement indicates that a payment of \$1008 was made on December 5, 2013 bringing the balance owing to \$977. The applicant sought relief in that amount.

The inspection reports indicate that the carpet in the bedroom was in good condition at the commencement of the tenancy but was dirty and smelled bad at the end of the tenancy. The applicant stated that the bedroom carpet was one year old and was replaced with laminate flooring. The exit report indicates that most areas of the apartment were dirty. The respondent made no comments on either the entry or the exit inspection report.

I find the reports and the statement in order except the interest on the security deposit which has not been applied by the landlord. I find the interest to be \$0.15. Taking into consideration the interest I find an amount owing to the applicant of \$976.85 calculated as follows:

Security deposit	(\$900.00)
Interest	(0.15)
Flooring	250.00
Cleaning	650.00
Rent arrears	<u>1985.00</u>
Balance	\$1984.85
Less pmt	<u>(1008.00)</u>
Balance owing	\$976.85

Applying the security deposit, interest and the December, 2013 payment first to rent arrears, I find a balance of rent owing of \$76.85 and a balance of repair and cleaning costs owing of \$900. An order shall issue requiring the respondent to pay the applicant rent arrears of \$76.85 and repair and cleaning costs of \$900.

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Hal Logsdon  
Rental Officer