

IN THE MATTER between **JODPHUR HOLDINGS LTD.**, Applicant, and **KIM FRADSHAM**, 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, regarding the rental premises at **YELLOWKNIFE, NT.**

BETWEEN:

JODPHUR HOLDINGS LTD.

Applicant/Landlord

- and -

KIM FRADSHAM

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 84(3) of the *Residential Tenancies Act*, the previous order (file #10-9854, filed on November 30, 2007) is rescinded and the respondent is ordered to pay the applicant rent arrears in the amount of three thousand three hundred twenty five dollars (\$3325.00).
2. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to pay for the cost of water in accordance with the tenancy agreement.
3. 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 Unit #2, 416 Byrne Road, Yellowknife, NT shall be terminated on January 3, 2008 and the respondent shall vacate the premises on that date, unless the rent arrears and the January, 2008 rent in the total amount of four thousand four hundred seventy five dollars (\$4475.00) is paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of December, 2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **JODPHUR HOLDINGS LTD.**, Applicant, and **KIM FRADSHAM**, 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:

JODPHUR HOLDINGS LTD.

Applicant/Landlord

-and-

KIM FRADSHAM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 18, 2007

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Theresa Olayvar, representing the applicant
Kim Fradsham, respondent

Date of Decision: December 18, 2007

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. A previous order (file #10-9854, filed on November 30, 2007) required the respondent to pay rent arrears of \$2175 in weekly installments of \$200 and to pay future rent on time. The applicant testified that since the issuance of that order no payments of arrears had been received and the December, 2007 rent had come due and not been paid. The applicant also testified that the respondent had failed to pay the full amount of the water costs. The applicant stated that the water bill, payable to the City of Yellowknife has an outstanding balance of \$37.35. The applicant asked that the previous order be rescinded, the respondent be ordered to pay the full amount of rent owing, and the tenancy agreement terminated.

The respondent did not dispute the allegations. The respondent stated that immediately after the last order was issued, her car broke down and she was unable to work. The respondent stated that she delivers pizzas and is required to use her own vehicle. The respondent sought more time to pay the arrears.

I find the respondent in breach of her obligation to pay rent and her obligation to pay for water. I find the rent arrears to be \$3325. She has failed to pay anything since the previous order was issued. Another month's rent has come due. In my opinion, the landlord is entitled to the relief sought unless the rent arrears are promptly paid. Regardless of the unfortunate circumstances, the landlord can not be expected to operate without rent revenue for months on end.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3325 and to comply with her obligation to pay for the outstanding water bill. The tenancy agreement shall be terminated by order on January 3, 2008 unless the rent arrears and the January, 2008 rent are paid in full in the total amount of \$4475.

This decision was made known to the parties at the conclusion of the hearing and the respondent was advised that the written order would be served by registered mail sent to the rental premises.

Hal Logsdon
Rental Officer