

IN THE MATTER between **YKD PROPERTY MANAGEMENT**, Applicant, and **JACKIE FRADSHAM AND DUSTIN FRADSHAM**, Respondents;

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:

**YKD PROPERTY MANAGEMENT**

Applicant/Landlord

- and -

**JACKIE FRADSHAM AND DUSTIN FRADSHAM**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of five thousand nine hundred thirty five dollars (\$5935.00).
2. 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 5, 488 Range Lake Road, Yellowknife, NT shall be terminated on March 31, 2008 and the respondents shall vacate the premises on that date, unless the rent arrears and the March 2008 rent, in the total amount of seven thousand three hundred thirty five dollars (\$7335.00) are paid in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of February, 2008.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**YKD PROPERTY MANAGEMENT**

Applicant/Landlord

-and-

**JACKIE FRADSHAM AND DUSTIN FRADSHAM**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** February 7, 2008

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

**Appearances at Hearing:** Jennifer Eggenberger, representing the applicant  
Jackie Fradsham, respondent

**Date of Decision:** February 7, 2008

**REASONS FOR DECISION**

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement unless the arrears were paid in full.

The applicant provided a copy of the rent ledger which indicated a balance of rent owing in the amount of \$5935. The rent for the premises is \$1400/month.

The respondent did not dispute the allegations and stated that she could pay the arrears by March 31, 2008. The applicant agreed to the continuation of the tenancy agreement if the arrears and the March 2008 rent were paid in full by that date.

The tenancy agreement provided in evidence by the applicant does not indicate Jackie Fradsham as a tenant. That tenancy agreement names Dustin Fradsham and Kyle Rudkevitch as joint tenants. The applicant stated that the tenancy agreement had been amended by mutual consent and that Jackie Fradsham had agreed to be responsible for any arrears preceding the amendment.

The respondent acknowledged that she had agreed to this arrangement and that the tenancy agreement had been verbally amended. The parties consented to an order requiring the respondents to pay the rent arrears and terminating the tenancy agreement on March 31, 2008 unless the arrears and the March 2008 rent were paid in full.

I find the rent statement in order. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full. The March 2008 rent will be \$1400. An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$5935 and terminating the tenancy agreement on March 31, 2008 unless the rent arrears and the March 2008 rent in the total amount of \$7335 are paid in full. The respondents are also ordered to pay future rent on time.

The decision was made known to the parties at the conclusion of the hearing.

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Hal Logsdon  
Rental Officer