

IN THE MATTER between **401708 ALBERTA INC. O/A RANGE LAKE MANORS**,
Applicant, and **ANDREW 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:

401708 ALBERTA INC. O/A RANGE LAKE MANORS

Applicant/Landlord

- and -

ANDREW FRADSHAM

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 three thousand eight hundred sixty dollars (\$3860.00).
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 Suite 116, 492 Range Lake Road, Yellowknife, NT shall be terminated on September 30, 2003 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
September, 2003.

Hal Logsdon
Rental Officer

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Applicant/Landlord

-and-

ANDREW FRADSHAM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 24, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Marion Peddle, representing the applicant

Date of Decision: September 24, 2003

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on September 5, 2003 but failed to appear at the hearing. The hearing was held in his absence.

The applicant alleged that the respondent had 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 unless the arrears were promptly paid.

The applicant provided a copy of the respondents rent statement which indicated a balance of rent owing as at August 1, 2003 in the amount of \$2880. The applicant testified that since that date, no payments of rent had been received and the October rent of \$980 had come due, bringing the balance of rent owing to \$3860.

The applicant served a notice of early termination on the respondent on August 20, 2003 seeking vacant possession on August 31, 2003. The applicant testified that the respondent failed to vacate and is still in possession of the premises.

I find the statement in order. In my opinion, there are sufficient grounds to terminate the tenancy agreement between the parties unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3860 and terminating the tenancy agreement on September 30, 2003 unless those arrears are paid in full.

Hal Logsdon
Rental Officer