

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 section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of two thousand one hundred seventy five dollars (\$2175.00).
2. Pursuant to section 83(2) of the *Residential Tenancies Act*, the respondent may pay the rent arrears in weekly installments of no less than two hundred dollars (\$200.00). The first payment shall be due no later than December 7, 2007. Payments shall be made on every Friday thereafter until the rent arrears are paid in full.

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

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of November, 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: November 27, 2007

Place of the Hearing: Yellowknife, NT

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

Date of Decision: November 27, 2007

REASONS FOR DECISION

The respondent's family name was incorrectly spelled on the application. The order reflects the correct spelling of her name.

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.

The applicant provided a statement of the rent account in evidence which indicated a balance owing in the amount of \$2275. The applicant stated that a credit of \$100 had been made since the statement was produced bringing the balance owing to \$2175.

The respondent did not dispute the allegations and stated that she could pay the arrears in weekly payments of \$200 in addition to the monthly rent. The respondent agreed to the payment plan and withdrew the request for termination.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$2175. An order shall issue requiring the respondent to pay the arrears in weekly installments of no less than \$200. The first payment shall be due on Friday, December 7, 2007. Payments shall continue to be made no later than each Friday thereafter until the rent arrears are paid in full. The respondent is also ordered to pay the monthly rent on time.

Should the respondent fail to pay the rent arrears in accordance with this order or fail to pay the monthly rent on time, the applicant may file another application seeking the full payment of any remaining balance and termination of the tenancy agreement.

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

Hal Logsdon
Rental Officer