

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, 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 amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

ANDREW FRADSHAM

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of two thousand three hundred twenty three dollars (\$2323.00). The respondent shall pay the arrears in monthly installments of eight hundred dollars (\$800.00) payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on June 30, 2011.
2. 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 26th day of May,
2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, 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.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

-and-

ANDREW FRADSHAM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 25, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Leframboise, representing the applicant
Andrew Fradsham, respondent

Date of Decision: May 25, 2011

REASONS FOR DECISION

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 and evicting the respondent if the arrears are not paid.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$2323. The monthly rent for the premises is \$1135.

The respondent did not dispute the allegations and stated that he could pay the monthly rent plus an additional \$800/month until the rent arrears were paid in full. The applicant agreed to continue the tenancy agreement if the rent arrears were paid in that manner and the monthly rent paid on time and withdrew the request to terminate the tenancy agreement.

I find the statement in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$2323.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$2323. The arrears shall be paid in monthly installments of \$800 payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on June 30, 2011. The respondent is also ordered to pay the monthly rent on time.

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

Hal Logsdon
Rental Officer