

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 84(3) and 41(4)(a) of the *Residential Tenancies Act*, the previous order (file # 10-12145, filed on May 31, 2011) is rescinded and the respondent is ordered to pay the applicant rent arrears in the amount of four thousand six hundred twenty dollars (\$4620.00).
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 109, 492 Range Lake Road, Yellowknife, NT shall be terminated on;
  - a) July 8, 2011 unless the respondent pays the applicant one thousand one hundred thirty five dollars (\$1135.00) on or before that date,

- b) July 22, 2011 unless the respondent pays the applicant an additional one thousand one hundred thirty five dollars (\$1135.00) on or before that date and,
- c) August 1, 2011 unless the respondent pays the applicant an additional two thousand three hundred fifty dollars (\$2350.00) on or before that date.

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of July,  
2011.

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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:** July 6, 2011

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

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

**Date of Decision:** July 6, 2011

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached a previous order requiring him to pay rent arrears in monthly installments. The applicant sought an order rescinding the previous order and ordering the respondent to pay the alleged rent arrears in lump sum and terminating the tenancy agreement and evicting the respondent unless the rent arrears were paid in full.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$4620. The monthly rent for the premises is \$1135.

The respondent did not dispute the allegations. He stated that he would try to pay the arrears in the following manner:

A payment of \$1135 on July 8, 2011

A payment of \$1135 on July 22, 2011

The remainder of the arrears (\$2350) on July 31, 2011

The applicant was willing to continue the tenancy agreement provided the rent arrears were paid in this manner.

I find the rent statement in order and find the respondent in breach of the previous order. I find the rent arrears to be \$4620. In my opinion there are sufficient grounds to terminate the tenancy agreement if the arrears are not paid in accordance with the agreed upon schedule.

An order shall issue rescinding the previous order and ordering the respondent to pay rent arrears of \$4620. The order shall terminate the tenancy agreement:

- a) On July 8, 2011 unless the respondent pays the applicant one thousand one hundred thirty five dollars (\$1135.00) on or before that date,
- b) On July 22, 2011 unless the respondent pays the applicant an additional one thousand one hundred thirty five dollars (\$1135.00) on or before that date and,
- c) On August 1, 2011 unless the respondent pays the applicant an additional two thousand three hundred fifty dollars (\$2350.00) on or before that date.

An eviction order shall be issued separately.

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Hal Logsdon  
Rental Officer