

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**KIMBERLY 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 -

**KIMBERLY 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 one thousand five hundred ninety five dollars and two cents (\$1595.02).

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of July,  
2012.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**KIMBERLY 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-

**KIMBERLY FRADSHAM**

Respondent/Tenant

## REASONS FOR DECISION

**Date of the Hearing:** **July 4, 2012**

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

[illegible]

**Date of Decision:** **July 4, 2012**

**REASONS FOR DECISION**

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

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing of \$1666.02. The monthly rent for the premises is \$1265 and the applicant holds a security deposit of \$958.95. The applicant stated that they do not charge late fees for tenants on full income security and asked that the arrears be reduced by \$71 to \$1595.02.

The respondent did not dispute the allegations and noted that the July, 2012 rent would be paid in full by the *Income Security Program*, leaving only \$330.02 outstanding, which she would try to pay over the next month or two.

I find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$1595.02.

In my opinion, given the circumstances, I do not believe a termination or eviction order is necessary. An order requiring the respondent to pay the applicant rent arrears of \$1595.02 shall be issued.

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Hal Logsdon  
Rental Officer