

IN THE MATTER between **SHERAYAH CLARK AND JAMIE FRADSHAM**,  
Applicants, and **NPR LIMITED PARTNERSHIP**, 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:

**SHERAYAH CLARK AND JAMIE FRADSHAM**

Applicants/Tenants

- and -

**NPR LIMITED PARTNERSHIP**

Respondent/Landlord

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 30(4)(e) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 225, 5603 - 51A Avenue, Yellowknife, NT shall be terminated on December 20, 2013 and the applicants shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of  
December, 2013.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **SHERAYAH CLARK AND JAMIE FRADSHAM**,  
Applicants, and **NPR LIMITED PARTNERSHIP**, 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:

**SHERAYAH CLARK AND JAMIE FRADSHAM**

Applicants/Tenants

-and-

**NPR LIMITED PARTNERSHIP**

Respondent/Landlord

**REASONS FOR DECISION**

**Date of the Hearing:** December 13, 2013

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

**Appearances at Hearing:** Jamie Fradsham, applicant  
Connie Diener, representing the respondent

**Date of Decision:** December 13, 2013

### **REASONS FOR DECISION**

The application incorrectly names the respondent as "Northern Property REIT". The style of cause of the order has been amended to reflect the legal name of the landlord, "NPR Limited Partnership".

The applicants alleged that the respondent had breached the tenancy agreement by failing to provide and maintain the rental premises in a good state of repair. The applicants sought an order terminating the term tenancy agreement before the end of the term.

The applicant testified that the tenancy agreement commenced in July, 2013. At the commencement of the agreement it was noted that there were missing screens and a closet door and that the carpets smelled of urine and required replacement. The applicant stated that the landlord promised to rectify these problems and has attended the premises since to inspect but has not commenced any work to date. The applicant stated that they have found other accommodation and would like to terminate the agreement with the respondent.

The respondent did not dispute the allegations and stated that they had no objection to the termination of the tenancy agreement by order. That being the case, I am unclear why the tenancy agreement could not have simply been terminated by mutual agreement.

I find the respondent in breach of their obligation to supply and maintain the premises in a good

state of repair and find sufficient grounds to terminate the tenancy agreement. An order shall issue terminating the tenancy agreement on December 20, 2013. December rent shall be charged on a pro-rated basis and the security deposit resolved in accordance with section 18 of the Act.

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Hal Logsdon  
Rental Officer