

IN THE MATTER between **AHMED EL SAIS**, Applicant, and **SARAH GOODWIN**, 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 **INUVIK, NT**.

BETWEEN:

AHMED EL SAIS

Applicant/Landlord

- and -

SARAH GOODWIN

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 two hundred fifty dollars (\$2250.00).

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of February, 2006.

Hal Logsdon
Rental Officer

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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:

AHMED EL SAIS

Applicant/Landlord

-and-

SARAH GOODWIN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 5, 2006 continued on February 15, 2006

Place of the Hearing: Inuvik, NT via teleconference

Appearances at Hearing: Ahmed El Sais, applicant
Sarah Goodwin, respondent

Date of Decision: February 15, 2006

REASONS FOR DECISION

The respondent's first name was incorrectly spelled on the application. The style of cause of the order shall reflect the proper spelling of her name.

This matter was scheduled for hearing on January 5, 2006. At the hearing the respondent sought an adjournment to seek legal counsel and the applicant had no objection. The hearing was adjourned to February 15, 2006.

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. The rental premises consist of a lot in a mobile home park.

The applicant stated that no rent had been paid for the months June, 2005 to February, 2006. The rent for the premises is \$250. The applicant sought an order requiring the respondent to pay rent arrears of \$2250.

The respondent did not dispute that rent had not been paid but stated that the mobile home, which she owned, was not properly situated on the lot. She stated that she thought the rent should be reduced for that reason.

I find no grounds to abate rent because the mobile home is not properly situated on the lot. It is

the responsibility of the owner to ensure that the mobile home is properly placed on the lot.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$2250.

An order shall issue requiring the respondent to pay the applicant that amount.

Hal Logsdon
Rental Officer