

IN THE MATTER between **ABDALLAH EL-BEKAI**, Applicant, and **JOHN KIKTORAK**, 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:

ABDALLAH EL-BEKAI

Applicant/Landlord

- and -

JOHN KIKTORAK

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 three thousand four hundred fifty dollars. (\$3450.00).
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 Room #3, 55A Kugmalit Road, Inuvik, NT shall be terminated on June 22, 2007 and the respondent shall vacate the premises on that date, unless the rent arrears and the outstanding security deposit in the total amount of four thousand two hundred dollars (\$4200.00) are paid in full.

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3. 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 7th day of June, 2007.

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:

ABDALLAH EL-BEKAI

Applicant/Landlord

-and-

JOHN KIKTORAK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 6, 2007

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Abdallah El-Bekai, applicant
Darrin Holmes, representing the applicant

Date of Decision: June 6, 2007

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent, failing to provide the required security deposit and failing to repair damages to the premises. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs and terminating the tenancy agreement. The premises consist of a room in a three bedroom apartment. The respondent shares common facilities with two other tenants.

The applicant provided a statement of account which indicated a balance of rent owing in the amount of \$3450. The written tenancy agreement, which commenced on February 1, 2007 obligated the tenant to pay a security deposit of \$750 and the statement indicated that no deposit has been paid. The applicant served a notice of early termination on the respondent on March 12, 2007 seeking vacant possession on March 22, 2007. The respondent is still in possession.

An inspection of the premises and the shared facilities was conducted on March 13, 2007 and a written inspection report completed. It was not signed by the respondent and there is no indication that it was provided to him prior to the filing of the application. The inspection report notes a number of damages in the common areas of the complex and in the premises of the respondent. An itemized list of required repairs and estimated costs totalling \$1171.60 was

provided in evidence. The applicant has not undertaken any of the repairs.

A handwritten unsworn statement by Sharon Aviugana sets out who did the damages in the apartment. Ms Aviugana lives with another tenant in the apartment. Her statement accuses persons other than tenants of doing the damages but fails to identify how they came to be in the apartment. There was no inspection report completed at the commencement of the tenancy agreement.

In my opinion, it is not appropriate to consider the alleged damages at this time. First, there is no indication that the landlord has demanded that the respondent repair the damages or pay for the repair costs. The tenant should be given a reasonable opportunity to make or arrange for the repairs. Second, the landlord has not set out the allegations of damages in the application. The applicant may, after giving reasonable notice to the respondent to repair the premises, file an application for relief if the repairs are not completed or the applicant may file another application after the tenancy is terminated.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$3450.

In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and the outstanding security deposit are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3450 and terminating the tenancy agreement on June 22, 2007 unless the rent arrears and the

security deposit in the total amount of \$4200 are paid in full.

Hal Logsdon
Rental Officer