

IN THE MATTER between **ABDULLAH EL-BEKAI**, Applicant, and **RYAN BEBEK AND WALTER BEBEK**, Respondents;

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:

ABDULLAH EL-BEKAI

Applicant/Landlord

- and -

RYAN BEBEK AND WALTER BEBEK

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of two thousand nine hundred fifty two dollars and thirty eight cents (\$2952.38).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement for the premises known as 15 Balsom Court Trailers, Inuvik, NT shall be terminated on June 30, 2007 and the respondents shall vacate the premises on that date, unless the rent arrears in the amount of two thousand nine hundred fifty two dollars and thirty eight cents (\$2952.38) are paid in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents 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

IN THE MATTER between **ABDULLAH EL-BEKAI**, Applicant, and **RYAN BEBEK AND WALTER BEBEK**, Respondents.

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:

ABDULLAH EL-BEKAI

Applicant/Landlord

-and-

RYAN BEBEK AND WALTER BEBEK

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: June 6, 2007

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Abdullah El-Bekai, applicant
Darrin Holmes, representing the applicant
Walter Bebek, respondent

Date of Decision: June 6, 2007

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent, including charges for electricity, and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent and electrical charges owing in the amount of \$5852.38. Included in this amount were two debits totalling \$1400 representing the required security deposit. Removing the security deposit debits, the ledger indicates outstanding rent and electrical charges in the amount of \$4452.38.

The respondent disputed the allegations and provided a receipt indicating that \$1000 was paid to the applicant on April 19, 2007. No corresponding entry appears on the tenant ledger. The applicant acknowledged that his signature appeared on the receipt but stated that he did not recall receiving the payment. The respondent also testified that he made a payment of \$300 on or about February 1, 2007 which did not appear on the ledger. No receipt was produced in evidence and the applicant denied receiving the payment.

The respondent also testified that the parties had agreed that the respondent would be reimbursed for any materials and compensated for his labour in the performance of any maintenance or repairs to the premises. The respondent testified that he had made repairs to the utilidor system, completed wall finishing and painting and laid new carpet in the premises and had received no reimbursement or compensation. The applicant acknowledged that he had agreed to

compensation of \$500 in the form of a rent credit but stated that reimbursement was dependent on the respondent giving up possession of the premises at the end of the term of the tenancy agreement which was March 31, 2007. The applicant noted that the respondent had acknowledged his indebtedness of \$2800 plus power in a handwritten note dated March 31, 2007 and that this amount corresponded to the ledger balance on that date, not including the security deposit charges.

Neither the tenancy agreement, which was made for a two month term to end on March 31, 2007 or any other document sets out the landlord's obligation to reimburse the tenant for work performed on the premises. It does appear from the testimony, that the applicant had verbally agreed to reimburse the tenant \$500 for certain work undertaken. In my opinion, it is not reasonable to withhold payment because the respondent did not give up possession of the premises at the end of the term. Section 49 of the *Residential Tenancies Act* provides for automatic renewal of a tenancy agreement.

49.(1) Where a tenancy agreement ends on a specific date, the landlord and tenant shall be deemed to renew the tenancy agreement on that date as a monthly tenancy with the same rights and obligations as existed under the former tenancy agreement, subject to any rent increase that complies with section 47.

(2) Subsection (1) does not apply where

- (a) the landlord and tenant have entered into a new tenancy agreement;**
- (b) the tenancy has been terminated in accordance with this Act; or**
- (c) the residential complex is composed of one rental premises that was the only residence of the landlord in the Territories.**

(3) This section does not apply to subsidized public housing or to rental premises provided by an employer to an employee as a benefit of employment.

In my opinion, the condition of vacant possession at the end of the term is of no effect as it is not consistent with the Act. The rent credit of \$500 agreed to by the applicant should be applied to the respondent's account.

The evidence supports the respondent's claim that \$1000 was paid to the applicant which has not been applied to the account. Without a receipt or other proof of payment, the respondent's alleged payment of \$300 in February, 2007 can not be verified.

Taking into consideration the rent credit and the payment which is not shown on the ledger, I find the respondent in breach of his obligation to pay rent and find rent arrears in the amount of \$2952.38 calculated as follows:

Rent arrears as per ledger	\$4452.38
less receipted amount not on ledger	(1000.00)
less rent credit for repairs	<u>(500.00)</u>
Amount owing applicant	\$2952.38

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

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$2952.38 and terminating the tenancy agreement on June 30, 2007 unless that amount is paid in full. Should the tenancy agreement continue, the respondents are ordered to pay future rent on

time.

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer