

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 four thousand two hundred fifty dollars (\$4250.00).
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 Trailer Stall #1, Balsom Trailer Court, Inuvik, NT, shall be terminated on March 1, 2009 and the respondent shall vacate the premises on that date, unless the rent arrears and the rent for December, 2008, January, 2009 and February, 2009 in the total amount of five thousand dollars (\$5000.00)

are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of
November, 2008.

Hal Logsdon
Rental Officer

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.

BETWEEN:

AHMED EL SAIS

Applicant/Landlord

-and-

SARAH GOODWIN

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 12, 2008 continued on November 14, 2008
<u>Place of the Hearing:</u>	Inuvik, NT via teleconference
<u>Appearances at Hearing:</u>	Ahmed El Sais, applicant Sarah Goodwin, respondent
<u>Date of Decision:</u>	November 14, 2008

REASONS FOR DECISION

The premises consist of a lot in a mobile home park. 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 and terminating the tenancy agreement.

The applicant testified that the respondent owed \$6000. No statement, ledger or other evidence was provided indicating how the rent had accrued or what payments had been made. The respondent disputed the allegations stating that she did not owe that amount. The matter was adjourned and the applicant was directed to produce an accounting of the rent for the rental officer and the respondent.

When the hearing was continued, the applicant provided the rental officer with a list of the twenty five months that the rent was not paid. The monthly rent for the premises is \$250, resulting in a balance owing of \$6250. The respondent disputed the amount but was unable to speak to the evidence because she was not provided with a copy by the applicant.

A previous order (file #20-9822, filed on April 24, 2008) found rent arrears in the amount of \$2500. That amount was determined from the applicant's testimony that the rent was ten months in arrears and that the previous order (file #20-8794, filed on February 20, 2006) had been satisfied. The respondent stated that she agreed with the balance owing of \$2500 that was determined at the April, 2008 hearing and stated that she had not paid any rent since that date.

The monthly rent for the premises has continued to be \$250. The respondent agreed that she owed \$4250 based on the previous order and the rent that has accrued since that date.

Previous order (April, 2008)	\$2500
Rent (May-November, 2008)	<u>1750</u>
Total	\$4250

The applicant's current evidence does not coincide with his earlier testimony or his testimony at the April, 2008 hearing. A determination of the rent owing in April, 2008 was made solely on the evidence provided by the applicant. The respondent states that she agrees with that determination. The applicant is now suggesting that the April, 2008 evidence understated the rent arrears by \$2000. His testimony on November 12, 2008 was that the rent owing was \$6000. On November 14, 2008 he claims it is \$6250.

I have no confidence in the applicant's accounting and am not prepared to alter the finding made in April, 2008 which was based on the applicant's evidence and is not disputed by the respondent. Therefore I find the rent owing to be \$4250 as shown above.

The applicant claimed that the premises had been abandoned. The respondent denied abandoning the premises stating that the premises had been damaged by fire. She acknowledged that she had not been residing in the premises but had secured the premises and intended to make repairs and resume living there.

I find the respondent in breach of her obligation to pay rent. In my opinion, the premises should

not be considered abandoned. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full. Section 54(2) prohibits the issuance of a notice of early termination or an order terminating a tenancy agreement for a mobile home park lot during the months of December, January and February.

54.(2) A notice of termination referred to in subsection (1) for rental premises on which a mobile home is situated shall be of at least three months and a tenancy agreement in respect of such rental premises cannot be terminated in the months of December, January or February.

In my opinion the issuance of a termination order in the remaining days of November would not provide the respondent with a reasonable time to pay the arrears. Therefore an order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$4250 and terminating the tenancy agreement on March 1, 2009 unless the rent arrears and the rents for December, 2008, January, 2009 and February, 2009 in the total amount of \$5000 are paid in full.

Hal Logsdon
Rental Officer