

IN THE MATTER between **AHMED EL SAIS**, Applicant, and **BRENDA KIKOAK**,
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 -

BRENDA KIKOAK

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 eight thousand dollars (\$8000.00).

DATED at the City of Yellowknife, in the Northwest Territories this 28th day of May,
2009.

Hal Logsdon
Rental Officer

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AHMED EL SAIS

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-and-

BRENDA KIKOAK

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REASONS FOR DECISION

Date of the Hearing: May 28, 2009

Place of the Hearing: Inuvik, NT via teleconference

Appearances at Hearing: Ahmed El Sais, applicant
Gafar Karmalla, representing the applicant

Date of Decision: May 28, 2009

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail. Prior to the hearing, the rental officer contacted the respondent's partner by telephone in Eagle Plains, Yukon who indicated that the respondent was with him and they both wished to attend the hearing by telephone. A contact number was provided to the rental officer and the time and date of the hearing provided to the respondent. The rental officer attempted to contact the respondent by telephone but there was no answer. The hearing was held in the absence of the respondent.

The premises consist of a lot in a mobile home park. The applicant has considered the premises abandoned. An inventory of abandoned property was filed with the rental officer on May 14, 2009. The applicant alleged that the respondent breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears.

The applicant's representative stated that from February, 2006 to September, 2006 the respondent paid the full amount of rent plus an additional \$50 but failed to pay any rent from October, 2006 to the present. At a previous hearing in January, 2006 the rental officer found rent arrears to that date of \$4000 and ordered the respondent to pay those arrears (file #20-8795, filed on January 5, 2006). Therefore, the rent arrears prior to February, 2006 have already been determined and relief granted. From February 2006 to September 2006 the rent was paid in full. The remaining rent arrears for which no relief has been granted are \$8000 (32 months at \$250/month). I find the respondent in breach of her obligation to pay rent and find the rent arrears for which no relief has

been previously granted to be \$8000.

The mobile home has not been occupied for many months. The respondent lives in Whitehorse, Yukon. Although the respondent and her partner have expressed their intentions to repair the mobile home, pay the rent arrears and live in it or rent it, nothing has been done and no payments of rent have been received.

Section 1(3) of the *Residential Tenancies Act* sets out the criteria regarding abandonment.

- 1.(3) For the purpose of this Act, a tenant has abandoned the rental premises and the residential complex where the tenancy has not been terminated in accordance with this Act and**
- (a) the landlord has reasonable grounds to believe that the tenant has left the rental premises; or**
 - (b) the tenant does not ordinarily live in the rental premises, has not expressed an intention to resume living in the rental premises, and the rent the tenant has paid is no longer sufficient to meet the tenant's obligation to pay rent.**

A tenancy agreement is terminated on abandonment.

In my opinion, the landlord has reasonable grounds to believe the tenant has left the rental premises causing this tenancy agreement to be terminated. The applicant has filed an inventory with the rental officer. The applicant has elected to keep the mobile home on the lot which is reasonable. After 60 days he may seek the permission of the rental officer to sell or dispose of the mobile home. The respondent may remove the mobile home from the lot at any time before the applicant receives permission from the rental officer to sell or dispose of the mobile home. The applicant may charge the respondent a storage fee prior to releasing the property to the

respondent not to exceed \$250/month for each month the mobile home remains on the lot after May 14, 2009.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$8000.

Hal Logsdon
Rental Officer