

IN THE MATTER between **AHMED EL SAIS**, Applicant, and **ALFRED GREENLAND**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") and amendments thereto;

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 -

**ALFRED GREENLAND**

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 dollars (\$2200.00).
2. 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 24th day of May, 2013.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **AHMED EL SAIS**, Applicant, and **ALFRED GREENLAND**, 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-

**ALFRED GREENLAND**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 14, 2013

**Place of the Hearing:** Inuvik, NT

**Appearances at Hearing:** Rhonda Schnee, representing the applicant

**Date of Decision:** May 24, 2013

**REASONS FOR DECISION**

The respondent was personally served with a Notice of Attendance but failed to appear at the hearing. The hearing was held in his absence.

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 to pay future rent on time. The rental premises consist of a lot in a mobile home park. The applicant also alleged that the respondent had repeatedly disturbed other tenants in the park and sought an order requiring the respondent to comply with his obligation to not disturb other tenants and to not create any disturbances in the future.

The applicant's representative testified that the tenancy agreement between the parties commenced in March 2011 and that the rent was \$300/month. She testified that to the best of her knowledge only three payments had been made since the tenancy commenced and calculated a balance of arrears owing of \$5500 as follows

Rent due (26 months @ \$300/month)	\$7800
Payment prior to Sept/12	(1000)
Payment - October 13/12	(700)
Payment - November 21/12	<u>(600)</u>
Arrears	\$5500

The applicant provided an agreement between the applicant and respondent dated September 7, 2012 and signed by both parties and a witness (the applicant's representative) acknowledging

rent arrears of \$1100 and a monthly rent of \$300 due on or before the 5th day of every month.

Calculating the rent owing from this document results in a significantly different answer than the testimony of the applicant's representative.

Rent arrears as at September 7, 2012	\$1100
Rent - Oct/12 to May/13, 8 months @ \$300/month	2400
Payment - October 13/12	(700)
Payment - November 21/12	<u>(600)</u>
Arrears	\$2200

I find the calculation based on the signed agreement to outweigh the testimony of the applicant's representative and find rent arrears of \$2200. The landlord and the tenant have acknowledged the balance of rent due as at September 7, 2012. The applicant's representative does not have direct knowledge of all the transactions between the landlord and the tenant during the term of the agreement. There are no documents such as a ledger or a statement to support her testimony. An order shall issue requiring the respondent to pay the applicant rent arrears of \$2200 and to pay future rent on time.

The applicant's representative provided no detail as to the alleged disturbances such as dates and times of the incidents and what other tenants in the park were being disturbed. Without some degree of detail as to dates, times and nature of the alleged disturbances, I am not willing to find the respondent in breach of his obligation to not disturb other tenants.

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Hal Logsdon  
Rental Officer