

IN THE MATTER between **CHERYL INWARD**, Applicant, and **YUSUF HASHI**,  
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 **YELLOWKNIFE, NT.**

BETWEEN:

**CHERYL INWARD**

Applicant/Landlord

- and -

**YUSUF HASHI**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of February,  
2015.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **CHERYL INWARD**, Applicant, and **YUSUF HASHI**,  
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:

**CHERYL INWARD**

Applicant/Landlord

-and-

**YUSUF HASHI**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 7, 2015

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

**Appearances at Hearing:** Cheryl Inward, applicant  
Yusuf Hashi, respondent

**Date of Decision:** January 7, 2015

### **REASONS FOR DECISION**

The applicant alleged that the respondent had breached their tenancy agreement by failing to pay rent and by failing to repair damages to the premises. The applicant sought an order requiring the respondent to pay alleged rent arrears and terminating the tenancy agreement and evicting the respondent.

The applicability of the *Residential Tenancies Act* and the jurisdiction of a rental officer was challenged by the respondent who submitted that the agreement between the parties was an agreement for sale and not a tenancy agreement. Therefore my jurisdiction to determine this matter must first be established.

The *Residential Tenancies Act* applies only to rental premises and tenancy agreements. The following definitions are contained in section 1(1) of the Act.

**"rental premises" means a living accommodation or land for a mobile home used or intended for use as rental premises and includes a room in a boarding house or lodging house.**

**"tenancy agreement" means an agreement between a landlord and a tenant for the right to occupy rental premises, whether written, oral or implied, including renewals of such an agreement.**

**"landlord" includes the owner, or other person permitting occupancy of rental premises, and his or her heirs, assigns, personal representatives and successors in title and a person, other than a tenant occupying rental premises, who is entitled to possession of a residential complex and who attempts to enforce any of the rights of a landlord under a tenancy agreement or this Act, including the right to collect rent.**

**"tenant" means a person who pays rent in return for the right to occupy rental premises and his or her heirs, assigns and personal representatives.**

**"rent" includes the amount of any consideration paid or required to be paid by a tenant to a landlord or his or her agent for the right to occupy rental premises and for any services and facilities, privilege, accommodation or thing that the landlord provides for the tenant in respect of his or her occupancy of the rental premises, whether or not a separate charge is made for the services and facilities, privilege, accommodation or thing.**

The agreement between the parties, provided in evidence by the applicant and entitled "Rent to Own Agreement" was executed on June 6, 2011. It names 345 Bellanca Ave as the property to be purchased by Mr. Hashi. The agreement sets out the purchase price of \$120,000 and sets out two payments of \$2500/year in 2011 and for the following three years. The agreement also obligates Mr. Hashi to pay Ms Inward her semi-monthly mortgage costs, property taxes, utility bills and reimburse her for heating fuel, telephone and condominium fees. It is not at all clear how the mortgage payments made by Mr. Hashi factor into the satisfaction of the purchase price or when the purchase price will be satisfied and the property transferred to the purchaser. It does not specifically name a rent. It appears from the agreement that the premises are intended for sale rather than rental.

The agreement appears to give Mr. Hashi the right to occupy the premises during the four year period he is paying Ms Inward for the premises but it is not at all clear that the payments Mr. Hashi is obligated to pay is rent nor is it clear that Mr. Hashi is a tenant as defined in the Act.

The agreement between the parties is so convoluted that it is difficult to decipher whether it is a

tenancy agreement or an offer to purchase. Although it may have some elements of a tenancy agreement such as regular payments to the landlord equivalent to the mortgage payments, if the payments are credited against the purchase price, it is difficult to consider those payments as rent. In my opinion, it is not a tenancy agreement. It is also clear that the parties are equally confused by this agreement as they expressed quite different interpretations of it at the hearing.

Adding to the problems created by the agreement between the parties is the lack of any comprehensible accounting by the applicant. The applicant provided scores of copies of invoices and visa bills in evidence but has provided no summary of payments due or payments made. Likewise, the respondent provided a lengthy list of payments reportedly made to the applicant. Without some form of ledger from the applicant, I am not prepared to try to reconcile the two submissions.

Even if I were to find that the agreement between the parties was a tenancy agreement, which I do not, the applicant has not provided sufficient coherent evidence to support her allegations. For these reasons, the application is dismissed.

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Hal Logsdon  
Rental Officer