

IN THE MATTER between **AHMED EL SAIS**, Applicant, and **BRAD CANDOW AND JULIE CANDOW**, Respondents;

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

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 -

BRAD CANDOW AND JULIE CANDOW

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant costs to remove the remains of their mobile home and restore the lot to a reasonable condition in the amount of nine thousand nine hundred seventy five dollars (\$9975.00).

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of March, 2016.

Hal Logsdon
Rental Officer

IN THE MATTER between **AHMED EL SAIS**, Applicant, and **BRAD CANDOW AND JULIE CANDOW**, 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:

AHMED EL SAIS

Applicant/Landlord

-and-

BRAD CANDOW AND JULIE CANDOW

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	February 24, 2016
<u>Place of the Hearing:</u>	Yellowknife, NT via teleconference
<u>Appearances at Hearing:</u>	Ahmed El Sais, applicant Victor Ciboci, representing the applicant Julie Candow, respondent
<u>Date of Decision:</u>	February 24, 2016

REASONS FOR DECISION

The premises consist of a lot for a mobile home. The mobile home was destroyed by fire in February, 2012, ending the tenancy agreement. A previous order (file #20-13013, filed on April 19, 2013) required the respondents to remove the remains of the mobile home and restore the lot to a reasonable condition.

The applicant alleged that the previous order had not been satisfied and that neighbours and the municipality were complaining about the derelict building. The parties agreed that the building was worthless.

The applicant provided two quotations from contractors for the removal and disposal of the remains of the mobile home, the lowest of which was \$9975.

The respondent who now resides in Whitehorse, YT stated that they could not afford to remove the remains of the building.

The respondent stated that they also owned a shed which was on the lot but had been given to a neighbour who subsequently removed it. The respondent alleged that the landlord had previously agreed to assume the responsibility to remove the burnt mobile home in exchange for the shed and that the neighbour was willing to return the shed. However, the applicant denied having made any such agreement. I do not find sufficient evidence to conclude that any arrangement for

the removal of the building and the restoration of the lot was made between the parties.

In the case of a tenancy agreement for a lot in a mobile home park, restoring the lot to a reasonable condition is equivalent to leaving an apartment in a reasonable condition at the end of the tenancy agreement. The clean up of the debris is the responsibility of the tenant.

I find the removal costs to be reasonable. A order shall issue requiring the respondents to pay the applicant costs of removing the derelict mobile home and restoring the property to a reasonable condition in the amount of \$9975.

Hal Logsdon
Rental Officer