

**IN THE TERRITORIAL COURT OF THE NORTHWEST TERRITORIES**

**BETWEEN:**

**DAVE KARPAN**

Plaintiff

**- and -**

**RON POITRAS**

Defendant

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**REASONS FOR DECISION**  
**of the**  
**HONOURABLE JUDGE B.E. SCHMALTZ**

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Heard at: Yellowknife, Northwest Territories

Date of Decision: June 25, 2018

Date of Hearing: April 16, 2018

Counsel for the Plaintiff: Self-Represented

Counsel for the Defendant: Self-Represented

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**A. INTRODUCTION**

[1] Dave Karpan (the Plaintiff) filed a claim against Ron Poitras (the Defendant) for \$13,100.00, the value of a trailer and tools that the Plaintiff used as a “job shack” (the Trailer). The Plaintiff alleges that the Defendant unlawfully took the Trailer and tools from the Northland Trailer Park Compound (the Compound).

[2] The Defendant admits that on November 25, 2016, at the direction of Yellowknife Condominium Corporation #8 (the Condo Corporation), the Defendant removed abandoned vehicles from the Compound, including the Trailer. The Defendant had Age Towing remove the Trailer to property either owned or leased by the Defendant. If the Plaintiff is found to be the owner of the Trailer, then the Defendant by counterclaim alleges the Plaintiff owes the Defendant \$17,150.00 for storing the Trailer for 343 days at \$50.00 per day.

[3] The Defendant has filed Third Party Notice on Yellowknife Condominium Corporation #8, as being the entity that had control of the Northland Trailer Park Compound and directed the Defendant to remove the Trailer from the Compound. The Condo Corporation filed the Affidavit of Lee Sacrey which all parties agree can be considered as evidence on the trial.

[4] The Condo Corporation admits that it directed the Defendant to remove abandoned vehicles, one being the Trailer, from the Compound. The Condo Corporation submits that it exercised due diligence in attempting to locate the owner of the Trailer prior to its removal, and had the right and responsibility to remove the Trailer from the Compound.

## **B. FACTS**

[5] The Plaintiff testified that in May 2016, he was contracted to do some work on a residence in the Northland Trailer Park; the owner of the residence allowed the Plaintiff to park the Trailer behind the residence. The Plaintiff did the work on the residence in July. At some point the Trailer got moved from behind the residence to the Compound. The Plaintiff knew the Trailer had been moved into the Compound. The Plaintiff finished the work on the residence around the beginning of August; the person the Plaintiff had been working for sold his residence and moved away. No one had talked to the Plaintiff before the Trailer was moved, but the Plaintiff knew where it was and took no steps to remove it from the Compound and did not speak to anyone about leaving it there.

[6] Whereas the Plaintiff testified that he did the work on the residence in 2016, on consideration of all of the evidence I find that the Plaintiff is mistaken about the year, and that the work was done in 2015, and that the Plaintiff left the Trailer in

the compound from July or August 2015 until it was removed by the Defendant on November 25, 2016. Lee Sacrey swears in his Affidavit that the trailer was initially moved from the street into the Compound prior to September 2015. Further, Mr. Sacrey states that Vehicle Identification Numbers were gathered from the abandoned vehicles in the Compound in June 2016, and Personal Property Registry Searches were done on the abandoned vehicles in July 2016. And lastly, the Vehicle Registration Certificate submitted by the Plaintiff shows that the registration on the trailer expired on October 31, 2015, and there is no documentation or evidence that the vehicle was registered after that date.

[7] The Plaintiff testified that he went to Edmonton in September 2016, and returned to Yellowknife in October 2016. The Plaintiff says that when he returned to Yellowknife the Trailer was no longer in the Compound, and he called RTL Enterprises as he understood RTL had been using the Compound. When he asked to speak to the supervisor at RTL, he was told that the supervisor was out of town until January 2017, and no one knew anything about the Trailer. I find that this call was made after November 25, 2016, as before that date, the Trailer was still in the Compound. The Plaintiff said he called RTL in January 2017 and was told to contact the Condo Corporation.

[8] The Plaintiff said he contacted the Condo Corporation and was told the manager would be back in a week; the Plaintiff said at some point he spoke to “Lee” at the Condo Corporation and was told that the Condo Corporation had hired Picks Steam to remove the abandoned vehicles. Lee Sacrey states that he spoke to the Plaintiff in April 2017, and I find that the Plaintiff contacted the Condo Corporation in April 2017. After speaking to Lee Sacrey, the Plaintiff contacted the Defendant, who owns Picks Steam and the Defendant confirmed that he had removed abandoned vehicles from the Compound, the Trailer being one of them.

The Plaintiff asked the Defendant to return the trailer to the Plaintiff, the Defendant refused.

[9] The Plaintiff testified that there were various tools and equipment in the Trailer. The Plaintiff had no receipts for the tools. The Defendant testified that the door to the Trailer had been jimmed open and there was nothing of value in the Trailer when it was removed. Further when the Trailer was removed, there were no lights on the Trailer, one of the tires was missing, the Trailer was not roadworthy, and there was nothing in the Trailer indicating who the owner was.

[10] Even if the Plaintiff did leave any tools or equipment in the Trailer when he left it in the Compound, he has not proven on the balance of probabilities that there was anything of value in the Trailer when the Defendant removed the Trailer from the Compound over a year after the Plaintiff had left it there. If there had been anything of value in the Trailer, anyone could have taken what was in there while the Trailer was in the Compound.

[11] The Plaintiff says the trailer was worth \$10,000.00. However, there was no documentation submitted with respect to the value of the Trailer, no photographs of the Trailer, or any other evidence to substantiate the Plaintiff's claim. I find that the Plaintiff has not established on the balance of probabilities the value of the Trailer.

[12] I find that the Plaintiff abandoned his 'work-shack trailer' in the Northland Trailer Park Compound in August 2015 after he finished working on a residence at Northland Trailer Park. After August 2015, he had finished working on the residence and there was no reason for him to leave the Trailer in the Compound. The Plaintiff knew where the Trailer was and took no steps to remove or get permission to leave it there. The Trailer was not on the Plaintiff's property and it was not on public property; common sense would dictate that a person would need

permission to leave it on the property for well over a year. Further, when the Registration on the Trailer expired on October 31, 2015, the Plaintiff did not renew the Registration.

[13] The Condo Corporation who had responsibility for the Northland Trailer Park Compound took steps to determine who owned the Trailer that had been abandoned in the Compound: the Condo Corporation attempted to do Personal Property Security Searches, and was not able to determine who the owner was; the Condo Corporation advertised twice in the local paper indicating that the Northlands Compound was being cleared out, and that listed property, which included the Trailer, would be removed if it was not removed by October 22, 2016. Neither the Plaintiff nor anyone on his behalf contacted the Condo Corporation to claim the trailer.

[14] The Trailer was removed at the direction of the Condo Corporation on November 25, 2016. There is no evidence from the Plaintiff that he made any inquiries about or even saw the Trailer between September 2015 and December 2016 when he may have contacted RTL, and then nothing until April 2017 when he spoke to Lee Sacrey at the Condo Corporation.

### **C. CONCLUSION**

[15] In consideration of all of the evidence in this case, the Plaintiff has not established a case against the Defendant. On all of the evidence I find that the Plaintiff abandoned the Trailer in the Northland Trailer Compound around August 2015. Even if I were to find that the Plaintiff had not abandoned the Trailer, the Plaintiff has not established that there was anything of value in the Trailer when the Defendant removed the trailer on November 25, 2016, and I do not find on the

balance of probabilities that the Plaintiff has established that the Trailer was worth \$10,000.00 when it was removed. On the evidence before me I cannot find that the trailer had any value on November 25, 2016 when the Defendant removed it.

[16] The Plaintiff's claim against the Defendant is dismissed, and consequently there is no finding against the Condo Corporation. The Plaintiff's claim being dismissed, the Plaintiff is ordered to pay costs to the Defendant in the amount of \$400.00.

B.E. Schmaltz  
Territorial Court Judge

Dated at Yellowknife, N.W.T.,  
June 25, 2018

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