

IN THE MATTER between **WASSIM ABIL-MONA**, Applicant, and **CHARTRAND HOMES**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

**WASSIM ABIL-MONA**

Applicant/Tenant

- and -

**CHARTRAND HOMES**

Respondent/Landlord

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 34(2)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for loss suffered as a direct result of the disturbance of the applicant's possession of rental premises in the amount of two hundred eighty two dollars and forty eight cents (\$282.48).
2. Pursuant to section 66(a) of the *Residential Tenancies Act*, the respondent shall compensate the applicant for the loss of personal property in the amount of three hundred twenty two dollars (\$322.00).

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of May, 2002.

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Hal Logsdon  
Rental Officer

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-and-

**CHARTRAND HOMES**

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**REASONS FOR DECISION**

**Date of the Hearing:** May 1, 2002

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

**Appearances at Hearing:** Wassim Abil-Mona, applicant  
James Mahon, representing the respondent

**Date of Decision:** May 3, 2002

### **REASONS FOR DECISION**

The applicant alleged that the respondent had provided rental premises as a benefit of employment and on the termination of the employment demanded immediate possession. The applicant sought an order requiring the respondent to pay compensation related to costs associated with the landlord's alleged disturbance of his possession of the rental premises.

The applicant worked as a mental health worker in a group home. The accommodation provided by the respondent was shared with other workers but was contained in a house, separate from the work place. The applicant spent his working shifts at the group home. The provided accommodation was used by the applicant when he was not working. The applicant had a private room and shared the remainder of the house, including kitchen facilities, with others.

The applicant testified that the respondent insisted that he vacate the provided accommodation immediately upon the termination of his services on January 21, 2002. He claimed he had no other place to stay and spent the first night at the Salvation Army hostel. He stayed in a hotel on the second night and afterwards was able to obtain rental premises from the Canadian Forces.

The applicant also claimed that he was unable to take his personal belongings with him when he left the accommodation provided by the respondent as he had no fixed address at the time. He indicated that the respondent returned his personal goods to him at a later date but that his prescription eyeglasses were not among the returned items. The applicant provided invoices for accommodation, transportation, food and postal costs which he claimed were directly related to

the respondent's action. He sought an order for compensation of these costs in the amount of \$705.22.

The respondent's representative submitted that the applicant was not a tenant nor was the arrangement for accommodation between the parties a tenancy agreement. He claimed that it was made clear to the applicant that the arrangement was not a tenancy agreement but merely an alternative to the applicant making a tenancy agreement with another party. He indicated that it was not mandatory for the applicant to use the accommodation and that the applicant did not use the accommodation during many days during his contract with the respondent. The respondent's representative also questioned a number of the submitted invoices.

Section 56 of the *Residential Tenancies Act* states:

56. (1) Notwithstanding any other provision of this Act, where
- (a) a tenant who was provided by his or her employer with rental premises during the employment of the tenant as a benefit of employment has had his or her employment terminated, or
  - (b) a landlord has entered into a tenancy agreement in respect of a caretakers unit, unless otherwise agreed,
- the tenancy of the tenant is terminated on the day on which the employment of the tenant is lawfully terminated.
- (2) The tenant referred to in subsection (1) shall vacate the rental premises or caretaker's unit not later than one week after his or her employment is lawfully terminated.
  - (3) Notwithstanding section 67, a landlord shall not charge or receive any rent or compensation from the tenant referred to in subsection (1) in respect of the period of one week referred to in subsection (2).

“Rental premises” and “tenancy agreement” are defined in section 1(1) of the Act as follows:

“Rental premises” means 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.

The respondent’s representative submitted that the contractual arrangement between the parties for accommodation was set out as: “Shared housing in a designated apartment is also provided as a part of the contract”. In my opinion this clearly meets both definitions of “rental premises’ and “tenancy agreement”. The frequency or duration of use or oral statements denying the existence of a tenancy agreement are, in my opinion, irrelevant. The accommodation was clearly rental premises and the contract between the parties clearly gave the applicant the right to occupy. Therefore, the provisions of section 56 apply.

The respondent’s representative argued that the remedies under section 60 of the Act did not apply to Section 56. This is correct but the application was made pursuant to section 34 which states:

- 34.(1) No landlord shall disturb a tenant’s possession or enjoyment of the rental premises or residential complex.
- (2) Where on the application of a tenant, a rental officer determines that the landlord has breached the obligation imposed by subsection (1), the rental officer may make an order
  - (a) requiring the landlord to comply with the landlord’s obligation;
  - (b) requiring the landlord to not breach the landlord’s obligation again;
  - (c) requiring the landlord to compensate the tenant for loss suffered as a direct result of the breach;
  - (d) terminating the tenancy on a date specified in the order and ordering the tenant

to vacate the rental premises on that date.

In my opinion, the applicant enjoyed the right to occupy the rental premises for one week after the termination of his contract pursuant to section 56(2). The respondent's action demanding immediate possession was a disturbance of the applicant's rightful possession and reasonable compensation pursuant to section 34(2)(c) may be considered by a rental officer.

I find all the accommodation expenses claimed by the applicant to be directly related to the respondent's breach and incurred during the week after the contract was terminated. Although the applicant could not identify which individual taxi fares related to particular activities, I find them reasonable. In total the applicant claimed seven trips costing \$58.45. After being summarily deprived of shelter in mid winter and having to seek other accommodation in a difficult housing market, I don't think the applicant's costs are extravagant. In my opinion, not all of the food costs are the direct result of the respondent's breach of Section 34. Expenses for food incurred on January 21 and 22 are, in my opinion, reasonable as the applicant had no access to cooking facilities. Those costs amount to only \$27.03 for modest restaurant meals. After January 22, the applicant had access to cooking facilities. Although he may have been deprived of free meals after January 22, this was not a direct result of the loss of his accommodation but rather a loss of his employment. I shall also deny the claimed costs for the service of the application on the respondent. In my opinion, these are costs related to legal process which are normally borne by the respective parties. I find reasonable compensation pursuant to section 34(2)(c) to be \$359.99 calculated as follows:

Accommodation expenses	\$197.00
Transportation expenses	58.45
Food expenses	<u>27.03</u>
TOTAL	\$282.48

Unless a landlord and tenant have made a specific agreement for the storage of personal property, a landlord is obligated to remove, store and dispose of any personal property left on the premises in accordance with sections 64 and 65 of the *Residential Tenancies Act*. In this case, the applicant claims that all personal property was returned to him by the landlord with the exception of a pair of prescription eyeglasses. The applicant provided a receipt indicating the costs of the eyeglasses as \$322. No evidence was heard to dispute the allegation. Pursuant to section 66 of the Act, a rental officer may issue an order requiring the landlord to compensate the owner of personal goods for the wrongful disposition of the goods. I accept the testimony of the applicant and find reasonable compensation to be \$322.

An order shall be issued for the respondent to pay the applicant compensation for costs related to the disturbance of the applicant's possession of the rental premises and the loss of the applicant's personal property totalling \$604.48.

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Hal Logsdon  
Rental Officer