

IN THE MATTER between **FERN ELGAR**, Applicant, and **RICHARD SANDERSON**, 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 **FORT PROVIDENCE, NT**.

BETWEEN:

FERN ELGAR

Applicant/Tenant

- and -

RICHARD SANDERSON

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 66 of the *Residential Tenancies Act*, the respondent shall pay compensation to the applicant in the amount of three hundred sixty dollars (\$360.00) unless the following items of personal property are returned to the applicant on or before December 10, 2003:

- a) Door flashing lights and button for the deaf.
- b) Blankets and sleeping bag.
- c) Framed picture of women at harvest time.
- d) Satellite dish with cable.

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of December, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **FERN ELGAR**, Applicant, and **RICHARD SANDERSON**, Respondent.

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

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BETWEEN:

FERN ELGAR

Applicant/Tenant

-and-

RICHARD SANDERSON

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REASONS FOR DECISION

Date of the Hearing: December 5, 2003

Place of the Hearing: Fort Providence, NT

Appearances at Hearing: Fern Elgar, applicant
Richard Sanderson, respondent

Date of Decision: December 5, 2003

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on or about July 1, 2003 when the applicant vacated the rental premises. The applicant sought the return of personal possessions which she alleged were being held by the respondent.

The applicant indicated that when she took possession of the premises in September, 2001, she made an arrangement with the applicant's mother to store certain goods. These goods were later moved to a warehouse owned by the respondent. The applicant testified that she had been unable to retrieve these goods or other possessions which were left in the rental premises when she vacated.

The respondent testified that he was in possession of the goods and was holding them pending payment of costs related to repairs and cleaning of the premises.

Sections 64 and 65 of the *Residential Tenancies Act* set out how abandoned personal property must be treated by a landlord. The Act permits a landlord to remove personal property which has been left in rental premises vacated by a tenant. Removed goods must be stored and an inventory provided to the tenant and a rental officer. The Act requires the landlord to return the stored goods to the tenant upon the payment of removal and storage costs.

In my opinion, the goods which were stored at the commencement of the tenancy agreement are

not abandoned personal property as defined in the Act. The goods were stored pursuant to an agreement between the tenant and the landlord's mother. The storage provided was not a service or facility provided by the landlord. The landlord does not appear to be a party to the agreement to store these goods although the goods now appear to be stored on his property and are in his possession. Since these goods are not abandoned personal property, a rental officer does not have the jurisdiction to order their return or compensation for loss. Accordingly, I cannot order their return to the tenant or order the landlord to pay compensation.

The goods which were left on the premises are abandoned personal property and within the jurisdiction of the rental officer. No inventory was provided to the rental officer when they were removed. The applicant provided a list of the goods left in the premises and estimated their value at \$360.

Pursuant to section 64, the respondent is obligated to return the goods left in the rental premises to the tenant. The landlord has refused to release these goods for over four months demanding payment for alleged repairs and cleaning. The respondent has not made any application to a rental officer. In my opinion, there should be no storage costs applied as the landlord has prevented the tenant from removing the goods by demanding amounts in excess of those permitted by the Act.

An order shall issue requiring the respondent to compensate the applicant for the value of the goods which I find to be \$360 unless the goods are returned to the applicant on or before December 10, 2003. No storage fees shall be applied by the landlord. The specific goods to be

returned are as follows:

- a) Door flashing lights and button for the deaf.
- b) Blankets and sleeping bag.
- c) Framed picture of women at harvest time.
- d) Satellite dish with cable.

Hal Logsdon
Rental Officer