File #10-7794

IN THE MATTER between **CHAD BAKER AND LAURA ZAPARINUK**, Applicants, and **YELLOWKNIFE CHRYSLER LTD.**, 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:

CHAD BAKER AND LAURA ZAPARINUK

Applicants/Tenants

- and -

YELLOWKNIFE CHRYSLER LTD.

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 34(2)(c) of the *Residential Tenancies Act*, the respondent shall pay compensation to the applicants for personal property disposed of or damaged in the amount of two hundred twenty five dollars ($225.00).
2. Pursuant to section 34(2)(c) of the *Residential Tenancies Act*, the respondent shall pay compensation to the applicants for a set of hand weights and a curtain rod in the amount of two hundred dollars ($200.00) unless those items of personal property are returned to the applicants by April 9, 2004.

DATED at the City of Yellowknife, in the Northwest Territories this 27th day of March, 2004.

Hal Logsdon
Rental Officer

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Applicants/Tenants

-and-

YELLOWKNIFE CHRYSLER LTD.

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing:	**March 23, 2004**
Place of the Hearing:	**Yellowknife, NT**
Appearances at Hearing:	**Chad Baker, applicant** **Mitch Dentinger, representing the respondent** **Greg Boucher, representing the respondent**
Date of Decision:	**March 27, 2004**

REASONS FOR DECISION

The applicant Chad Baker was employed by the respondent until February 2, 2004. The applicant was also a tenant of the respondent and paid rent of $950/month through payroll deduction. The applicants gave verbal notice to the respondent on January 15, 2004 of their intention to vacate the premises on February 15, 2004.

The respondent changed the locks to the rental premises on February 16, 2004 and removed personal possessions of the applicants from the apartment and a garage which was shared with another tenant.

The applicant alleged that the respondent had seized his possessions for monies owed relating to his employment. He testified that since the application was filed, the respondent had returned some of the property but had failed to return all of it. He also claimed that some returned property had been damaged. The applicant also stated that he had paid the full months rent for February. The applicant sought the return of the remainder of his personal property and the return of 50% of the February, 2004 rent.

The applicant provided a list of personal property alleged to have been removed from the premises and not returned and an estimate of value for each item. The applicant also provided documents attesting to the replacement cost of several of the alleged missing items.

The respondent testified that although the full amount of rent had been deducted from Mr. Bakers pay, a credit to his account was made on February 15, 2004 for $475, representing a half month's rent. The entry is shown on a statement of account provided by the applicant. I find no overpayment of rent and deny the applicant's request for a return of rent.

The applicant and respondent disagreed as to whether the tenancy agreement between them was a benefit of Mr. Baker's employment. In my opinion, whether or not the tenancy agreement was a benefit of employment is irrelevant. Whether the tenancy agreement was terminated on February 2, 2004 by virtue of the termination of the employment or whether it was terminated by notice of the tenant, a landlord is not permitted to change locks or interfere with a tenant's possession when the tenant is still occupying the premises.

> **25.(1) No landlord or tenant shall, during occupancy of the rental premises by the tenant, alter or cause to be altered the locking system on any door giving entry to the rental premises except by mutual consent.**

Even if the tenant had vacated, leaving the personal property in the premises, the landlord was obligated to remove, store and provide an inventory of goods removed to the tenant and the rental officer. No inventory was provided and there was no evidence to suggest the respondent considered the premises vacated. The applicant stated that he assumed he had the right of occupancy until the end of February, 2004 as the rent had been paid to that date.

The respondent stated that not all the items listed by the applicant as missing had been removed from the premises, which included the shared garage. The respondent stated that if 20 magazines were removed, they were in box with books which had been returned to the applicant. The

respondent also stated that he had not removed two snowmobile helmets or a bedframe from the garage. The respondent stated that the applicant's personal goods were removed from the garage, shared with another tenant, under the supervision of the other tenant who indicated what property belonged to the applicant. The respondent also denied damaging the taillight of the motorcycle.

The respondent stated that the following items were disposed of:

> Duvet cover - described by the respondent as very old and of little value
> Bags of dog food
> Drop cloths
> Food from freezer compartment of refrigerator - described by respondent as little more than some freezer burned hot dogs.

The respondent stated that he had a set of hand weights in his possession and that a curtain rod belonging to the applicant was still in the premises.

I find the respondent breached section 34 of the Act by interfering with the tenants' possession of the premises and that the applicant is entitled to compensation for loss suffered as a direct result of the breach.

> **34.(1) No landlord shall disturb a tenant's possession or enjoyment of the rental premises or residential complex.**

In my opinion, there is insufficient evidence to determine that the landlord removed certain items from the garage shared with the other tenant. As the applicant did not have exclusive possession of the area, I must deny the applicants' claim for compensation for the snowmobile helmets,

magazines, and bed frame. I find the applicants' assessment of value unreasonable in several areas. It would be difficult to store $200 of food in a normal refrigerator compartment and the retail value of four bags of normal dog food is considerably less than $200. The replacement value of the duvet cover is not appropriate as it was obviously not new. The cost of the motorcycle tail light is based on a complete fender replacement kit, which I assume was not damaged. The replacement cost for a tail light should be considerably less. In my opinion reasonable compensation for items which were disposed of or damaged by the respondent is $225, calculated as follows:

Duvet cover	$80
Damage to tail light	50
Food in freezer	10
Dog food	60
Drop cloth	25
Total	$225

An order shall issue requiring the respondent to pay compensation to the applicants in the amount of $225. The order shall also require the respondent to return the hand weights and the curtain rod to the applicant not later than April 9, 2004 or pay additional compensation for loss of those items in the amount of $200.

Hal Logsdon
Rental Officer