

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **JAMES LAROCQUE**, 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:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

- and -

JAMES LAROCQUE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of one thousand six hundred twenty dollars (\$1620.00).
2. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant cleaning costs in the amount of eighty nine dollars and nine cents (\$89.09).

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of
November, 2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **JAMES LAROCQUE**, 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.

BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

JAMES LAROCQUE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 24, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Krista Cooper, representing the applicant

Date of Decision: November 25, 2005

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises. The respondent failed to appear at the hearing and the hearing was held in his absence.

The tenancy agreement between the parties was terminated on November 1, 2005 when the respondent vacated the premises. The applicant retained the security deposit and issued a statement of the deposit. The applicant provided a copy of the statement in evidence which indicated deductions for removing personal belongings, cleaning and rent arrears, resulting in a balance owing to the landlord of \$1789.34. The applicant sought an order requiring the respondent to pay that amount.

The applicant provided photographs indicating the condition of the premises at the end of the tenancy agreement and a condition report outlining the condition at the commencement of the agreement. I am satisfied from the photographic evidence that the charges for cleaning of \$604.55 are justified and reasonable. The applicant also provided a statement of the rent account which indicated a balance of rent owing at the termination of the tenancy in the amount of \$1620.

The applicant stated that the personal belongings of the tenant were packed and removed to storage. The applicant stated that the respondent later retrieved some of the belongings but the landlord did not demand the \$75 cost to remove and instead deducted it from the security deposit. As the storage and removal costs are not repairs or rent arrears, they may not be

deducted from a security deposit.

Section 64(6) of the *Residential Tenancies Act* permits the landlord to collect removal and storage costs related to abandoned personal property before releasing it to the tenant.

64.(6) Where the tenant or owner of an item of personal property stored by the landlord pays the landlord the cost of removing and storing the item, the landlord shall give the item to the tenant or owner and notify the rental officer.

If the goods are not claimed, with the approval of a rental officer, the landlord may sell the goods and apply the proceeds to the removal and storage costs.

65.(2) Where a landlord sells an item of personal property under subsection (1) or 64(4), the landlord may, subject to the terms and conditions set by the rental officer under those subsections,

- (a) retain that part of the proceeds of the sale necessary to reimburse the landlord for the reasonable costs of removing, storing and selling the property; and**
- (b) retain that part of the proceeds of the sale necessary to satisfy any order for compensation made in favour of the landlord by the rental officer or a judge of the Supreme Court or territorial judge, where the order was made under this Act.**

Accordingly the applicant's deduction of \$75 for removal and storage of abandoned goods is denied.

Taking into account the security deposit and interest and applying the deposit first to the cleaning costs, I find rent arrears in the amount of \$1620 and cleaning costs in the amount of \$89.09. An order shall issue requiring the respondent to pay a total of \$1709.09 to the landlord, calculated as

follows:

Security deposit and interest	\$515.46
Cleaning (incl. GST)	(604.55)
Rent arrears	<u>(1620.00)</u>
Amount due applicant	\$1709.09

Hal Logsdon
Rental Officer