

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,  
and **GILLES CORBEY**, 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:

**SHELTER CANADIAN PROPERTIES LTD.**

Applicant/Landlord

- and -

**GILLES CORBEY**

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 two thousand six hundred seventy nine dollars and ninety one cents (\$2679.91).

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of May,  
2007.

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Hal Logsdon  
Rental Officer

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and **GILLES CORBEY**, Respondent.

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AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

**SHELTER CANADIAN PROPERTIES LTD.**

Applicant/Landlord

-and-

**GILLES CORBEY**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 22, 2007

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

**Appearances at Hearing:** Trudy Spence, representing the applicant

**Date of Decision:** May 25, 2007

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises and confirmed delivered. 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 April 1, 2007 when the respondent vacated the premises. The applicant retained the security deposit and interest and issued a statement of the security deposit and deductions in accordance with section 18 of the *Residential Tenancies Act*. The applicant sought an order requiring the respondent to pay rent arrears, cleaning costs, and furniture removal costs in excess of the security deposit and interest as follows:

Security deposit	\$547.50
Interest	17.59
Rent arrears (inc. NSF charges)	(2695.00)
General cleaning	(240.00)
Carpet cleaning	(150.00)
Removal of furniture	<u>(250.00)</u>
Order sought	\$2769.91

The applicant testified that the premises were not left in a clean condition and required general cleaning and carpet cleaning. The applicant also stated that the respondent came to pick up some of the stored furniture and authorized the applicant to dispose of the rest. The applicant testified that cost to take the remainder of the furniture to the dump was \$160.

I find the statement in order with the exception of the furniture removal charges. Section 64(6) permits a landlord to charge removal and storage costs for abandoned personal property from a tenant prior to releasing the property.

**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.**

There is no other remedy available in the Act that would permit an order to be made for these costs. However, the \$160 spent by the applicant to take the unwanted furniture to the dump can be considered pursuant to section 42. Therefore the applicant's claim of \$250 shall be reduced to \$160.

Applying the security deposit first to cleaning costs I find rental arrears in the amount of \$2679.91 calculated as follows:

Security deposit	\$547.50
Interest	17.59
Rent arrears (inc. NSF charges)	(2695.00)
General cleaning	(240.00)
Carpet cleaning	(150.00)
Removal of furniture	<u>(160.00)</u>
Amount due applicant	\$2679.91

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2679.91.

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Hal Logsdon  
Rental Officer