

IN THE MATTER between **KIMESHA LUE DAHLBERG**, Applicant, and **EMILY LAWSSON**, 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:

KIMESHA LUE DAHLBERG

Applicant/Tenant

- and -

EMILY LAWSSON

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 22nd day of January, 2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **KIMESHA LUE DAHLBERG**, Applicant, and **EMILY LAWSSON**, 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:

KIMESHA LUE DAHLBERG

Applicant/Tenant

-and-

EMILY LAWSSON

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: January 15, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Kimesha Lue Dahlberg, applicant
Christopher Dahlberg, witness for the applicant
Emily Lawsson, respondent

Date of Decision: January 15, 2008

REASONS FOR DECISION

This application contains a litany of allegations many of which are now moot as the respondent gave up possession of the premises in November, 2007 and is no longer a tenant. For example, numerous allegations regarding the landlord's obligation to maintain and repair the premises were made. No financial loss was alleged by the applicant. Similarly, the applicant alleged breaches of the landlord's obligation to provide vital services. She requested repair and compliance orders for the benefit of future tenants. In my opinion, it is not reasonable to hear such matters as the orders will not provide relief to the applicant who is no longer a tenant.

The applicant also alleged that no inspection report was done but stated that she did not provide a security deposit to the landlord. No inspection report is required unless the landlord requires a security deposit.

The applicant stated that she gave the respondent \$2000, of which \$800 was for the November, 2007 rent and the remainder was to be held by the landlord for safekeeping. The applicant stated that she left for Edmonton on October 26, 2007 and returned on November 20, 2007 to find that the locks had been changed and items had been placed in the premises. The applicant stated that the landlord had interfered with her possession of the premises and sought the return of the November, 2007 rent as compensation.

The respondent denied interfering with her possession and stated that she had changed the locks

to provide security to the premises and had provided the respondent a key on her return. She denied storing any possessions in the premises.

Section 25 of the *Residential Tenancies Act* prohibits a landlord or tenant from changing the locks to the premises except by mutual consent.

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.

I find the respondent in breach of this obligation but find that there was no loss of possession or enjoyment of the premises by the applicant, therefore there is no compensation warranted. The remaining remedies would provide no relief to the applicant.

I have no jurisdiction to deal with the \$1200 which the applicant gave to the respondent for safekeeping. Both parties agreed that the \$1200 was not provided or accepted as rent, or a security deposit. Therefore it is not related to the tenancy agreement and a rental officer's jurisdiction is limited to tenancy agreements and rental premises.

Therefore, the application is dismissed.

Hal Logsdon
Rental Officer