

IN THE MATTER between **ROBERT BEAULIEU AND ALEXA WISEMAN**,
Applicant, and **NPR LIMITED PARTNERSHIP**, Respondent;

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

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

ROBERT BEAULIEU AND ALEXA WISEMAN

Applicants/Tenants

- and -

NPR LIMITED PARTNERSHIP

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 66(a) of the *Residential Tenancies Act*, the respondent shall pay the applicants compensation for property which was improperly disposed of in the amount of one thousand sixty seven dollars and eighty eight cents (\$1067.88).

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of July,
2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **ROBERT BEAULIEU AND ALEXA WISEMAN**,
Applicant, and **NPR LIMITED PARTNERSHIP**, 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:

ROBERT BEAULIEU AND ALEXA WISEMAN

Applicants/Tenants

-and-

NPR LIMITED PARTNERSHIP

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: July 4, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Robert Beaulieu, applicant
Maigan Lefrancois, representing the respondent
Karlee Bell, representing the respondent

Date of Decision: July 11, 2012

REASONS FOR DECISION

The respondent noted that the legal name of the landlord was NPR Limited Partnership. The style of cause of the order reflects the landlord's proper name.

The applicants alleged that the respondent had improperly disposed of personal property which had been left in the rental premises and sought compensation for the value of the property which was destroyed.

The applicant stated that they were in the process of moving out of the premises when they embarked on a multi-day trip. When they returned they discovered that the respondent had taken possession of the premises, believing they had abandoned the apartment. The respondent had removed the personal property from the apartment but did not file an inventory as required by section 64 of the *Residential Tenancies Act*. The applicants retrieved the goods that had been removed and stored and were told that the remaining possessions had been discarded. The applicants subsequently found a number of the items at the landfill but did not retrieve them. The applicant stated that the items were no longer in an acceptable condition.

The applicants provided pictures of the items in the landfill and an itemized list of possessions which were discarded or missing and their respective replacement costs.

The respondent acknowledged that they had failed to provide an inventory of the goods and

submitted that the goods which were disposed of would have been unsanitary to store. The respondent stated that when they entered the premises on May 14, 2012 suspecting that the premises had been abandoned, they found cats in the unit and urine and faeces throughout the apartment. The respondent stated that due to the odour and unsanitary condition of the apartment, they felt that many of the possessions would be unsanitary to store. The respondent also submitted that since several buildings in their portfolio had been infested with bedbugs, they were reluctant to store any soft upholstered furniture that might harbour the pests. There was no evidence to suggest that the applicants' apartment or the residential complex had been infested with bedbugs.

The respondent acknowledged that the bicycle and tricycle were neither worthless nor unsafe or unsanitary to store and should not have been disposed of. The respondent disputed that any clothing was disposed of. The respondent provided photographs of the apartment in evidence.

Section 64 of the *Residential Tenancies Act* sets out provisions for dealing with abandoned personal property.

64.(1) Unless a landlord and tenant have made a specific agreement providing for the storage of personal property, where a tenant leaves personal property in a rental premises or residential complex that the tenant has vacated or abandoned, the landlord may remove the personal property and, on removal, shall store and dispose of the personal property in accordance with this section.

- (2) Where a landlord has good reason to believe that an item of personal property removed under subsection (1)**
- (a) would be unsanitary or unsafe to store, or**
 - (b) is worthless,**

the landlord may dispose of the item.

- (3) Where a landlord removes personal property, other than property described in subsection (2), the landlord shall, at the earliest reasonable opportunity, give the rental officer an inventory of the property in an approved form and, where the address of the tenant is known to the landlord, the landlord shall give the tenant a copy of the inventory.**

The photographs show an apartment in a filthy condition. The cat's litter box is full and there are faeces on the floor and in boxes that contain personal possessions. Much of the property is lying on the carpeted floor. One photograph shows a clothes closet which is empty.

Of the items claimed for compensation, I feel the following items were, in fact, unsanitary to store and the applicants' request for compensation is denied.

1. A hose and hose sprayer in a box which also contained cat faeces. A photograph shows another box with items in it along with faeces. It is apparent that the cat elected to use these boxes when the litter box was full. The landlord can not be expected to deal with these items in this condition.
2. Two pet food bowls. A photograph shows one bowl on the floor full of food. The landlord can not be expected to wash these items in order to make them reasonably sanitary for storage.

The compensation requested for clothing is also denied. The photographs do not show any clothing and the applicant has not indicated the type or volume of clothing that was allegedly destroyed. The applicants acknowledged that they were in the process of vacating the premises

and the photographs suggest that much of the personal property had already been removed. One closet photo shows only empty hangers. It is not unreasonable to conclude on the evidence that most if not all the clothing had already been removed by the tenants.

Except for one item, which was clearly identified, photographed and priced, the applicants' claim for compensation for toys is denied. Without some estimate of volume or some specific costs, the compensation is not reasonable.

In my opinion, the remaining items were not unsanitary to store and certainly had value. I can not accept that the risk of bedbugs is sufficient to consider any of the remaining items unsanitary to store given the lack of any evidence of bedbugs in the apartment or the building. This criteria, if accepted, could be used to justify discarding any abandoned personal property.

I accept the replacement values for the remaining items as accurate. In my opinion, given the nature of the goods, a depreciation of 50% is reasonable. I find the depreciated values including GST to be as follows:

Vacuum cleaner	\$31.48
Computer chair	314.98
Dining table/chairs	419.95
Bicycle	49.61
Tricycle	41.99
Boots	172.38
Toy (work bench)	<u>37.49</u>
Total	\$1067.88

I find the respondent in breach of their obligations regarding abandoned personal property. An

order shall issue requiring the respondent to pay the applicants compensation for wrongful disposition of their abandoned personal property in the amount of \$1067.88.

Hal Logsdon
Rental Officer