

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **DAVID LANTZ AND TEENA LANTZ**, Respondents;

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:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

- and -

**DAVID LANTZ AND TEENA LANTZ**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 18.1(b) of the *Residential Tenancies Act*, the applicant shall return a portion of the retained security deposit to the respondents in the amount of one hundred three dollars and ninety three cents (\$103.93).

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of  
December, 2012.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **DAVID LANTZ AND TEENA LANTZ**, Respondents.

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:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

-and-

**DAVID LANTZ AND TEENA LANTZ**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** November 9, 2012

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

**Appearances at Hearing:** Ella Newhook, representing the applicant  
David Lantz, respondent (by telephone)  
Teena Lantz, respondent (by telephone)

**Date of Decision:** December 3, 2012

### **REASONS FOR DECISION**

This application was filed on September 27, 2012 seeking an order to pay rent arrears and termination of the tenancy agreement and eviction of the respondents for failure to pay rent and failure to report the household income in accordance with the tenancy agreement. The applicant rents the premises from a housing cooperative and re-rents them to persons as subsidized public housing.

Before the matter was heard, the respondents moved out of the premises. The applicant took possession of the premises and amended the application to seek costs related to the removal and storage of abandoned personal property (\$1420), repair costs (\$352), cleaning costs (\$750), rent arrears (\$739.49), administration costs (\$252.20) and GST (\$12.61) net of the retained security deposit (\$1500) and interest (\$561.13) totalling \$1465.17.

The respondents testified that two representatives of the housing cooperative entered their premises without notice on October 9, 2012 and harassed them for the purpose of forcing them to vacate the premises. The respondent testified that the persons told him he was being evicted. The respondent stated that several police officers also attended the premises at the request of the housing cooperative representatives. There is no evidence that the police arrested either of the respondents. The respondent testified that after the incident, one cooperative representative repeatedly sat in his truck in front of the premises in order to intimidate them. Mr. Lantz stated that the incident had traumatized his wife to the extent that he could not leave her alone in the

premises. The respondent stated that they had planned on giving notice in October, 2012 and moving out in December but instead moved out on October 18 or 19 fearing for their safety. Mr. Lantz stated that he has filed a formal complaint with the RCMP regarding their role in the incident and notified the Housing Authority about the incident on the day it occurred. The respondents acknowledged that there were some damages to the premises. They also acknowledged that the rent was not paid in full and that the premises were not left in a clean state. The respondent stated that had he not been harassed into leaving, he would have left the premises in a clean state and would have repaired all of the damage and paid the rent arrears.

It is apparent that the respondents' quiet enjoyment was disturbed, but not directly by their landlord. There is no evidence that the landlord, the Yellowknife Housing Authority, condoned or participated in the action of the housing cooperative. The Authority's application was made solely on the grounds of non-payment of rent and failure to report income. The motivation that prompted the housing cooperative to act as they did is unknown but it is clear that it had nothing to do with the Housing Authority's application.

The respondent's possession of the premises was not disturbed by any physical act. Unlike the disturbances of possession found in *Mantla v Yellowknife Housing Authority* [file #10-11508, May 28, 2010] or *Estate of Patricia Johnson v Numac Development Corporation* [file #10-13024/13136, November 27, 2012] where the locks were changed, the respondents' occupancy was not physically impeded. After the October 9 incident, the respondents continued to occupy the premises for nine or ten days.

Section 1(3) of the *Residential Tenancies Act* sets out the definition of abandonment.

- 1.(3) For the purposes of this Act, a tenant has abandoned the rental premises and the residential complex where the tenancy has not been terminated in accordance with this Act and**
- (a) the landlord has reasonable grounds to believe that the tenant has left the rental premises; or**
  - (b) the tenant does not ordinarily live in the rental premises, has not expressed an intention to resume living in the rental premises, and the rent the tenant has paid is no longer sufficient to meet the tenant's obligation to pay rent.**

In my opinion, the housing cooperative harassed the respondents with the intention of forcing the respondents to vacate or abandon the premises and the respondents abandoned the premises. I find that the respondents abandoned the premises and consequently the applicant was entitled to take possession of the premises. Does the action of the housing cooperative relieve the respondents from their obligations to pay rent, repair damages or leave the premises in a state of reasonable cleanliness? In my opinion, it does not. I have little doubt that the respondents were fearful for their safety after the October 9 incident but not so much as to cause them to leave the premises immediately or prevent them from attending to their obligations as tenants before they left. I find the cleaning costs and the repair costs to be reasonable and find the rent arrears to be accurate.

The applicant has charged the respondents for the removal and storage of the abandoned personal property. This is neither a repair cost or arrears of rent and cannot be deducted from a security deposit. The *Residential Tenancies Act* does not contain a provision for a landlord to recoup removal and storage costs through an *Application to a Rental Officer*. Sections 64 and 65 of the

Act permit the landlord to demand these costs from the tenant prior to releasing the property and permit the landlord to sell the property on the approval of a rental officer and apply the proceeds to the removal and storage costs. Therefore relief for the removal and storage costs in the amount of \$1420 is denied. I find the statement of the rent account to be in order and find rent arrears of \$739.49. I find the repair and cleaning costs of \$1102 to be reasonable. Adjusting the GST and the administrative costs accordingly, I find an amount owing to the respondents of \$103.93 calculated as follows:

Security deposit	\$1500.00
Interest	561.13
less rent arrears	(739.49)
less repairs/cleaning	(1102.00)
less administration	(110.20)
less GST	<u>(5.51)</u>
Amount due respondents	\$103.93

An order shall issue requiring the applicant to return a portion of the retained security deposit to the respondents in the amount of \$103.93.

---

Hal Logsdon  
Rental Officer