

IN THE MATTER between **RS**, Applicant, and **YHA**, 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 **Adelle Guigon**, Rental Officer,

BETWEEN:

RS

Applicant/Owner

-and-

YHA

Respondent/Landlord

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 27, 2016
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	RS, applicant VS, representing the applicant TA, Integrated Case Management BB, representing the respondent CO, representing the respondent
<u>Date of Decision:</u>	December 21, 2016

REASONS FOR DECISION

An application to a rental officer made by RS as the applicant/owner against YHA as the respondent/landlord was filed by the Rental Office July 20, 2016. The application was made regarding the disposition of personal property under a subsidized public housing residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The applicant personally served a copy of the filed application on the respondent July 22, 2016.

The applicant alleged that the respondent had failed to properly store all of the property he inherited from the respondent's tenant, and that a substantial amount of property was missing. An order was sought for either the return of the property or compensation for the loss.

A hearing was scheduled for October 27, 2016, in Yellowknife, Northwest Territories. Mr. RS appeared as applicant, with Ms. VS appearing on his behalf and Ms. TA appearing from Integrated Case Management. Mr. BB and Mr. CO appeared representing the applicant.

Tenancy agreement

The parties agreed and evidence was presented establishing that a residential tenancy agreement for subsidized public housing had been entered into between YHA and TL (the tenant) commencing June 1, 2015. TL was the sole tenant and no other occupants were authorized to reside with her. I am satisfied a valid tenancy agreement was in place between the respondent and the tenant in accordance with the *Residential Tenancies Act*

The tenant passed away October 30, 2015. Shortly thereafter the landlord learned that the applicant was residing in the rental premises and allowing other persons to stay there as well. The applicant was asked to leave; he did not. In mid-December the respondent regained possession of the rental premises upon receiving RCMP assistance to remove the applicant.

Personal property

Upon the tenant's passing, the respondent entered the rental premises to conduct an inspection, unaware that any other persons were residing there. The rental premises was crowded with dirty dishes, dirty clothes, unkempt and dirty furniture, and general disarray, and the premises had not been kept ordinarily clean. The applicant and two other persons were found occupying the rental premises at that time as well.

The respondent communicated with the tenant's next-of-kin regarding the tenant's property. As the tenant's next-of-kin does not reside in the Northwest Territories, the respondent arranged for the tenant's property to be dealt with in accordance with section 64 of the Act. On or about November 7, 2015, a local moving company hired by the respondent attended the rental premises. At the direction of the respondent, dirty dishes, stained and worthless furniture, dirty clothes, used bathroom and kitchen items, etcetera, were disposed of as unsanitary or unsafe to store, or as worthless. The remaining property was inventoried and packed, and then moved to a safe and secure storage room.

On November 9, 2015, the tenant's next-of-kin authorized the release of all the tenant's remaining property to the applicant. The applicant was to make arrangements for his own storage room to transfer the property to. The applicant was unable to secure anything right away, so the respondent agreed to permit the property to remain in the respondent's storage room for the applicant for two months, at no cost to the applicant. The property remained in the respondent's storage room for five months before the applicant was able to retrieve the property.

The applicant is claiming that when he attended the storage room on April 25, 2016, the majority of his property was missing and what was there was in disarray and mixed in with someone else's property. The respondent provided evidence supporting that the property was properly stored and organized in the storage space. Most of the items the applicant is claiming as missing can be accounted for in what was disposed of as unsanitary, unsafe, or worthless: dishes, clothes, toiletries, some furniture. The rest does appear on the inventory prepared by the movers.

Section 64 of the Act authorizes a landlord to dispose of abandoned personal property that is unsanitary or unsafe to store or that is worthless, and to inventory and store the remaining personal property for a period of at least 60 days. In this case, the landlord stored the property for much more than the 60 days they were required to.

Section 65(7) of the Act protects the landlord from liability for the personal property where they have substantially complied with sections 64 and 65.

Under section 66 of the Act, a person claiming ownership of personal property may make application to a rental officer where they believe a landlord has “wrongfully sold, disposed of or otherwise dealt with an item of personal property.” Although the landlord did not share the inventory with the rental officer as required under section 64(3), the landlord substantially complied with section 64. I am not satisfied the respondent wrongfully disposed of or otherwise dealt with the tenant’s and/or applicant’s personal property. As such, the application is denied.

Adelle Guigon
Rental Officer