

IN THE MATTER between **BD**, Applicant, and **SI**, 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:

**BD**

Applicant/Tenant

-and-

**SI**

Respondent/Landlord

**REASONS FOR DECISION**

**Date of the Hearing:** July 11, 2018

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** BD, applicant  
MD, representing the respondent

**Date of Decision:** July 11, 2018

**REASONS FOR DECISION**

An application to a rental officer made by BD as the applicant/tenant against BM (SI) as the respondent/landlord was filed by the Rental Office May 4, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was personally served on the respondent June 1, 2018.

The tenant alleged the landlord had improperly evicted her from the rental premises and failed to return the security deposit. An order was sought for the return of the security deposit.

A hearing was scheduled for July 11, 2018, by three-way teleconference. BD appeared as applicant. MD appeared representing the respondent.

*Preliminary matter*

The application to a rental officer identified BM (SI) as the landlord. It was clarified at hearing that BM is actually an employee of SI, and that SI is in fact the landlord. The parties agreed to amend the application to identify SI as the respondent/landlord.

*Tenancy agreement*

The parties agreed that an oral residential tenancy agreement had been entered into between the commencing some time within the last year. The tenancy ended February 12, 2018, when the respondent was denied access to the rental premises.

The tenant testified that upon her return to the community on February 12, 2018, after a short trip she discovered the locks to the rental premises had been changed. The tenant received no prior notice from the landlord of their intention to change the locks, and did not receive any notice to terminate the tenancy. The tenant approached the on-site manager to request access to the rental premises; he refused access and refused to provide an explanation as to why he locked her out. He did provide the tenant with an opportunity to retrieve her personal belongings at a later date.

The landlord's representative at hearing had no direct knowledge of the circumstances which led to the tenant's impromptu eviction, nor of the means by which the eviction took place. He only had information that the on-site manager told him. The on-site manager was not present to testify on his own behalf at the hearing. The landlord's representative did testify that the tenant had been given warnings since October 2017 about letting a particular former tenant reside with her, and that a verbal notice to terminate the tenancy agreement October 31, 2017, had been given as a consequence. No notice was given for January or February.

I am satisfied a valid tenancy agreement was in place in accordance with the *Residential Tenancies Act* (the Act). I am not satisfied that the tenancy agreement was terminated in accordance with the Act. Section 25 of the Act specifically prohibits either party from interfering with each other's access to the rental premises or residential complex. Where a landlord has cause to terminate a tenancy agreement, the landlord must file an application to a rental officer requesting an order to terminate the tenancy agreement and evict the tenant. Even when a landlord successfully obtains an eviction order, the landlord is not authorized to execute it; only the Sheriff's Office can execute an eviction order. The landlord in this case did not secure a Rental Officer order to either terminate the tenancy agreement or evict the tenant. The landlord's actions interfering with the tenant's lawful possession of the rental premises constitute a breach of the landlord's obligations under section 25 of the Act.

Given that the tenant provided no evidence of any demonstrable monetary losses suffered by her as a direct result of the landlord's breach, no order for compensation will be issued to the tenant.

#### *Security deposit*

Section 18 of the Act requires the landlord to return the security deposit and/or an itemized statement of account to the tenant within 10 days of the tenant vacating the rental premises. The landlord made no effort to do this.

The parties disagreed about the amount of security deposit that had been paid. The tenant claimed the full security deposit of \$1,250 had been paid on her behalf by Income Support. The landlord's representative testified that Income Support had only paid \$625. The tenant was tasked with providing proof of payment of the security deposit from Income Support, which she did subsequent to the hearing. The proof of payment provided agreed with the landlord's representative's testimony, indicating that \$625 was paid towards the tenant's security deposit with her rent payment for September 2017.

I am satisfied the landlord failed to return the security deposit and/or an itemized statement of account to the tenant within 10 days of the tenant vacating the rental premises. I find the landlord liable to the tenant for the security deposit, including interest, in the amount of \$625.14.

*Order*

An order will issue requiring the landlord return the security deposit of \$625.14 to the tenant.

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Adelle Guigon  
Rental Officer