

IN THE MATTER between **M.R.**, Applicant, and **C.S.**, 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 a rental  
premises located within the **city of Yellowknife in the Northwest Territories**.

BETWEEN:

**M.R.**

Applicant/Tenant

-and-

**C.S.**

Respondent/Landlord

**REASONS FOR DECISION**

**Date of the Hearing:** April 18, 2023

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

**Appearances at Hearing:** M.R., Applicant

C.S., Respondent

T.S., Witness for the Respondent

A.B., Witness for the Respondent

**Date of Decision:** April 30, 2023

### **REASONS FOR DECISION**

The parties entered into a verbal tenancy agreement for a room in a mobile home. The Applicant shared kitchen and bathroom facilities with the landlord and other occupants. The parties agreed the tenancy commenced on September 3, 2022 and the Respondent collected a pet deposit of \$500. There was no check-in inspection completed. The monthly rent was \$1,200.

It is clear from the evidence that the Respondent was not happy with the tenancy agreement and the Applicant was looking for other accommodation. There were tensions between the parties concerning care of the Applicant's cats and snow removal. On January 9, 2023, the Respondent suggested that it was "best to part ways at the end of February." The Applicant responded on January 16, "I'll be vacated by January 31, 2023."

The Applicant filed an application on March 3, 2023 alleging the Respondent breached the tenancy agreement by changing the locks to the residential complex, failing to return the security deposit, and numerous other breaches.

#### **Alteration of Locks**

The Applicant testified that the Respondent had changed the locks on January 23, 2023. The Respondent acknowledged changing the locks but stated that the locks were changed on January 25, 2023. The Respondent stated that the Applicant had become loud and aggressive on January 22, the police were called, and the Respondent removed from the premises. The Respondent stated that they subsequently permitted the Applicant to enter the premises with her permission to remove his belongings.

Section 25 of the *Residential Tenancies Act* prohibits either party from changing locks to the premises or residential complex 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.*
- (2) *A landlord or tenant shall not change the locks on any entrance to the residential complex so as to unreasonably interfere with the other's access to the complex.*

The removal of the Applicant from the premises did not terminate the tenancy agreement. The rent had been paid to January 31, 2023 and the correspondence between the parties suggests a degree of mutual approval to end the tenancy on that date. Providing the Applicant with entry only with the landlord's approval and solely to remove his personal belongings does not constitute possession of the premises. I find the Respondent in breach of section 25 of the Act.

While the date of the actual lock change is in dispute, the evidence suggests to me that the Respondent changed the locks after the Applicant and his parents entered the premises on the evening of January 23, 2023. I find the date of the lock change to be January 24, 2023. The Applicant is entitled to the refund of prepaid rent from January 24-31. I find that amount to be \$309.68.

The Applicant also claimed that he paid his parents \$500 for room and board for the period January 22-31. In my opinion, compensation for noncommercial accommodation, particularly your parents' home, is not reasonable. Compensation for this accommodation is denied.

An order shall issue requiring the Respondent to compensate the Applicant \$309.68.

*The Pet Deposit*

Pursuant to section 18(5) of the Act, neither a security deposit nor a pet deposit may be retained by a landlord if the landlord fails to complete the required entry and exit inspection reports.

*18(5) A landlord may not retain any amount of a security deposit or pet security deposit for repairs of damage to the rental premises if the landlord or his or her agent*

*(a) fails to complete an entry inspection report and an exit inspection report;*  
*or*

*(b) fails, without a reasonable excuse accepted by a rental officer, to give a copy of each report to the tenant.*

There is no evidence that either report was completed. The Respondent acknowledged holding a pet deposit of \$500 and alleged there had been damage caused by the Applicant's cats. Without the inspection reports or an application from the landlord pursuant to section 42, I may not consider those allegations. I find accrued interest on the deposit of \$.02.

An order shall issue requiring the Respondent to return the pet deposit and accrued interest totalling \$500.02 to the Applicant.

Other Allegations

The Applicant included 21 alleged breaches of the *Residential Tenancies Act* in their application. In my opinion only two areas, dealt with above, warrant relief. The *Residential Tenancies Act* is intended to be remedial in nature rather than punitive and many of the available remedies are intended to simply correct an action which is contrary to the Act. For example, the Applicant alleged that the Respondent failed to provide a lock on the door to their room. This is clearly a breach of the Act. The Applicant claimed no financial loss due to the breach. Ordering the Respondent to install a locking mechanism on the door would be the likely remedy if the Applicant was still in possession. However, if the Applicant is no longer in possession, it corrects nothing for them. Allegations such as the alleged failure to make a copy of the Act available, failure to keep the security deposit in trust, and entering the premises without consent are other examples. In my opinion, they are vexatious and do not warrant further review.

I consider the other allegations to be frivolous. The Applicant's cats suffered indigestion after eating meat allegedly left out by the landlord. The Applicant's food from the refrigerator was allegedly left outside by the Respondent to freeze. The Applicant shovelled snow during Christmas holidays. There is no evidence of significant loss for these items. In my opinion, they do not warrant consideration.

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Hal Logsdon  
Rental Officer