

IN THE MATTER between **PETRA FIRTH**, Applicant, and **TEE-PEE HOUSING ASSOCIATION**, 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 the rental premises at **INUVIK, NT**.

BETWEEN:

PETRA FIRTH

Applicant/Tenant

- and -

TEE-PEE HOUSING ASSOCIATION

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 28(a) of the *Residential Tenancies Act*, the respondent shall not breach their obligations concerning entry to rental premises again.
2. Pursuant to section 28(b) of the *Residential Tenancies Act*, the respondent shall compensate the applicant for loss of personal goods directly related to the breach in the amount of fifty dollars (\$50.00). The compensation shall be paid in the form of a reduction of the next month's rent.

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of July, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **PETRA FIRTH**, Applicant, and **TEE-PEE HOUSING ASSOCIATION**, 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:

PETRA FIRTH

Applicant/Tenant

-and-

TEE-PEE HOUSING ASSOCIATION

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: July 2, 2003

Place of the Hearing: Inuvik, NT via videoconference

Appearances at Hearing: Petra Firth, applicant
Felicia Nazon, representing the respondent

Date of Decision: July 2, 2003

REASONS FOR DECISION

The applicant named Felicia Nazon as respondent on the application. Ms. Nazon was accordingly served with the application and the notice to attend the hearing. At the hearing on May 21, 2003 the rental officer discovered that Ms. Nazon was an employee of the landlord, Tee-Pee Housing Association. The matter was adjourned to permit Tee-Pee Housing Association to prepare its case. The hearing was continued on July 2, 2003. The style of cause shall reflect Tee-Pee Housing Association as respondent.

The applicant alleged that the respondent had permitted persons to enter her apartment without notice or her permission. She sought an order requiring the respondent to not enter her apartment again without notice or permission and compensation for alleged missing goods.

The applicant testified that she had sold a bookcase and a bed frame to a person prior to leaving the community for a period of time to attend school. The applicant alleged that the landlord permitted that person to enter her apartment to take a futon mattress which was not part of the sale. The applicant also testified that she had lost the key to her apartment and that the landlord had not changed the locks in a timely manner to prevent unauthorized entry. She stated that she had been told by others that persons had entered her apartment during her time away from the community. She stated that a DVD player was missing on her return.

The applicant valued the mattress at \$50 and the DVD player at \$100 and sought compensation in those amounts.

The respondent testified that the person who bought the goods from the applicant had returned to pick up the mattress. The respondent believed that the mattress was part of the sale. She stated that she did not permit the person to enter the premises but entered the applicant's apartment herself and removed the mattress. She denied that any others had entered the apartment except a maintenance person who entered by mistake, thinking the premises was a storage area.

Section 26 of the *Residential Tenancies Act* outlines a number of situations when a landlord is permitted to enter the rental premises of a tenant. In all of these cases, the landlord is required to give written notice of their intent to enter. Only where an emergency exists, the landlord suspects abandonment of the premises or a tenant consents at the time of entry can the landlord enter without notice. It is clear from the evidence that the landlord entered the respondent's apartment to remove a mattress without notice or permission at the time of entry. The landlord is therefore in breach of their obligation.

In my opinion, the loss of the mattress is a direct result of the respondent's breach and compensation of \$50 is reasonable. However, the evidence does not support the allegations of the applicant that the missing DVD player is a result of the landlords entry. The applicant's evidence regarding other incidents of entry is entirely hearsay and I give it no weight in my consideration. I can not find from the evidence presented that the landlord failed to provide for reasonable

security resulting in loss. The applicant's request for an order requiring the applicant to pay compensation for the DVD player is denied.

An order shall be issued requiring the respondent to not enter rental premises again, except in accordance with the Act, and requiring the respondent to compensate the applicant for the loss of the mattress in the amount of \$50. The compensation shall be paid as a reduction of rent for the next month.

Hal Logsdon
Rental Officer