

IN THE MATTER between **ROLAND HIESINGER**, Applicant, and **GOLD RANGE INVESTMENT**, 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 **YELLOWKNIFE, NT.**

BETWEEN:

ROLAND HIESINGER

Applicant/Tenant

- and -

GOLD RANGE INVESTMENT

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of October, 2009.

Hal Logsdon
Rental Officer

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REASONS FOR DECISION

Date of the Hearing: **October 7, 2009**

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

Appearances at Hearing: **Roland Hiesinger, applicant**
 Samuel Park, representing the respondent
 Gus Mildenberger, representing the respondent

Date of Decision: **October 7, 2009**

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by disturbing his lawful possession of the rental premises. In a long, handwritten statement, the applicant stated that he was involved in an altercation with several employees of the landlord who assaulted him, took his keys and threw him out of the building. The statement indicates that he was later informed by the manager that he could pick up his keys but was advised to stay away, presumably for his own safety. The application does not indicate what relief is being sought.

At the hearing the applicant was asked what relief he was seeking and appeared confused. The remedies set out in section 34 were outlined to the applicant and he was asked which ones he wanted the rental officer to consider.

- 34.(1) No landlord shall disturb a tenant's possession or enjoyment of the rental premises or residential complex.**
- (2) Where, on the application of a tenant, a rental officer determines that the landlord has breached the obligation imposed by subsection (1), the rental officer may make an order**
- (a) requiring the landlord to comply with the landlord's obligation;**
 - (b) requiring the landlord to not breach the landlord's obligation again;**
 - (c) requiring the landlord to compensate the tenant for loss suffered as a direct result of the breach; or**
 - (d) terminating the tenancy on a date specified in the order and ordering the tenant to vacate the rental premises on that date.**

The applicant was clear he did not wish an order requiring the landlord to comply with his obligation by restoring his possession of the premises. He stated that he did intend to return to the premises. The applicant stated that he wanted compensation but stated that he was unable to document any

losses that he had incurred. The applicant stated that the only expenses he could specify were the cost of cable and internet, however he acknowledged that cable and internet services were not included in the rent charged by the respondent.

The applicant also stated that he wanted receipts for the rent that he had paid. There is no requirement contained in the *Residential Tenancies Act* for a landlord to issue receipts. Therefore, I am not able to consider any order requiring the respondent to do so.

The respondent was not asked to reply to the allegations. The application can not succeed if the applicant seeks only compensation but is unable to demonstrate any loss suffered. The Act is intended to be remedial. Compensation is not a penalty nor is it intended to enrich the applicant. Without any basis for compensation, the application must fail regardless of whether the alleged breach occurred.

The application is dismissed.

Hal Logsdon
Rental Officer