

IN THE MATTER between **JOSEPH KEVIN BRADSHAW**, Applicant, and
NORTHERN PROPERTY LIMITED PARTNERSHIP, 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:

JOSEPH KEVIN BRADSHAW

Applicant/Tenant

- and -

NORTHERN PROPERTY LIMITED PARTNERSHIP

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of January,
2010.

Hal Logsdon
Rental Officer

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NORTHERN PROPERTY LIMITED PARTNERSHIP, Respondent.

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BETWEEN:

JOSEPH KEVIN BRADSHAW

Applicant/Tenant

-and-

NORTHERN PROPERTY LIMITED PARTNERSHIP

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: January 6, 2010

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Kevin Bradshaw, applicant
Sylvia Siemens, representing the respondent
Joyce Dust, witness for the respondent
Maigan Lefrancois, witness for the respondent
Rosetta Morales, witness for the respondent

Date of Decision: January 6, 2010

REASONS FOR DECISION

The application was filed naming Northern Property R.E.I.T. as the respondent. The written tenancy agreement between the parties names Northern Property Limited Partnership as respondent. The order will reflect the proper name of the respondent.

The applicant alleged that the safety and security of the residential complex had been compromised due to recent break and enter incidents and sought an order terminating the tenancy agreement. The tenancy agreement between the parties was made for a one year term to end on July 31, 2010. The applicant vacated the premises on December 31, 2009.

The applicant stated that his neighbour told him that two break-ins had occurred in the residential complex during the first week of December, 2009. He stated that he later heard that another apartment had been burglarized and the tenant's dog injured. The applicant stated that the landlord denied any knowledge of the incidents and due to his concern for his safety, the applicant moved out. The applicant stated that the front door to the complex was operated by a buzzer system but he had been told by another tenant that it was possible to forcefully open the door without authorization. He stated that he did not use the front door himself, preferring to use the back entrance which he described as secure.

The respondent's witnesses all stated that they had no knowledge of any break-ins despite having inquired about the alleged incidents.

The applicant's evidence regarding the alleged break-ins is hearsay. The respondent's testimony effectively rebuts the applicant's allegations. On the evidence provided, I can not conclude that the incidents occurred. Even if they did, I would have to find that the landlord's failure to properly maintain the residential complex contributed to the incidents. Again, the evidence does not support any breach in this regard. The evidence that the front door could be forcefully entered is not based on the direct evidence of the applicant. A landlord can not be found to be in breach of maintaining a building if criminal acts of break and enter occur but reasonably secure entries are maintained. As I can not find any breach of the landlord in this matter or conclusive evidence that the incidents occurred, I can not consider the remedy of termination of the tenancy agreement. The application is therefore dismissed.

I should note that an application by the landlord was also heard at the same time and adjourned sine die. The landlord sought the payment of alleged rent arrears and termination of the tenancy agreement. The request for termination is moot as the tenant has abandoned the premises. At the hearing the landlord provided a statement of the security deposit to the tenant showing deductions for rent arrears, cleaning and the January, 2010 rent. The tenant indicated that he would consider the cleaning charges and rent arrears. If the cleaning charges and alleged rent arrears are not paid in a reasonable time, the landlord may request that this application be heard on notice to the rental officer.

The *Residential Tenancies Act* does not permit a landlord to deduct compensation for lost rent from a security deposit. If there is a claim for compensation for lost rent it must be the subject of

a new application which can only be filed after the loss actually occurs.

Hal Logsdon
Rental Officer