

IN THE MATTER between **HERSCHEL IAN DARCY ROTH AND ANDREW BISHOP**, Applicants, and **CHRISTINA WILLOCK**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **YELLOWKNIFE, NT.**

BETWEEN:

**HERSCHEL IAN DARCY ROTH AND ANDREW BISHOP**

Applicants/Tenants

- and -

**CHRISTINA WILLOCK**

Respondent/Landlord

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 18.1(b) of the *Residential Tenancies Act*, the respondent shall return the retained security deposit and accrued interest to the applicants in the amount of one thousand one dollars and seventeen cents (\$1001.17).
2. Pursuant to section 34(2)(c) of the *Residential Tenancies Act*, the respondent shall pay compensation to the applicants for loss of their personal property in the amount of two hundred dollars (\$200.00).

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of January, 2011.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **HERSCHEL IAN DARCY ROTH AND ANDREW BISHOP**, Applicants, and **CHRISTINA WILLOCK**, 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:

**HERSCHEL IAN DARCY ROTH AND ANDREW BISHOP**

Applicants/Tenants

-and-

**CHRISTINA WILLOCK**

Respondent/Landlord

**REASONS FOR DECISION**

**Date of the Hearing:** January 10, 2011

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

**Appearances at Hearing:** Herschel Ian Darcy Roth, applicant  
Andrew Bishop, applicant  
Christina Willock, respondent

**Date of Decision:** January 19, 2011

### **REASONS FOR DECISION**

The parties entered into a tenancy agreement on October 1, 2009 for a condominium apartment owned by the respondent. The parties agreed that a security deposit of \$1000 was paid on or about October 1, 2009. The applicants alleged that on October 20, 2009 the respondent forced them to leave and took possession of the premises. The applicants testified that the respondent has not returned the security deposit or issued a statement of deductions from the deposit. The applicants also testified that their personal belongings were seized. The applicants sought an order requiring the respondent to return the security deposit and their personal property left on the premises or pay them compensation for the loss of the goods.

The respondent did not dispute the allegations. She acknowledged retaining the security deposit but testified that extensive cleaning and repairs were necessary after the applicants were ejected. The respondent stated that she did not provide a statement of the deposit or deductions. The respondent stated that she put the applicants' personal possessions outside under cover but did not file an inventory. The whereabouts of the possessions are unknown.

The applicants stated that the possessions consisted of two flats of beer, groceries, a bed, mattress and box springs, some clothing and fireworks. They estimated the value of the goods at \$200.

Section 18 of the *Residential Tenancies Act* obligates a landlord who retains all or part of a security deposit to provide an itemised statement of the deductions to the tenant or an estimate

within ten days after the tenancy agreement ends. The respondent failed to do this and therefore has no right to retain the deposit. I find the interest on the deposit to be \$1.17.

Section 34 of the *Residential Tenancies Act* prohibits a landlord from disturbing the possession of a tenant and permits a rental officer to consider compensation for loss. Clearly, the landlord took possession without the consent of the tenants or through legal process. Although some of the applicants' possessions, such as fireworks and perishables, could have been disposed of if they were abandoned personal property, they were not abandoned personal property. In my opinion, the applicants are entitled to compensation for all of the goods lost and their estimate of \$200 represents a reasonable value.

I find the respondent in breach of her obligation to return the security deposit and her obligation to not disturb the respondents' possession of the rental premises. An order shall issue requiring the respondent to return the retained security deposit and interest in the amount of \$1001.17 and to pay the applicants compensation for the loss of their personal property in the amount of \$200.

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Hal Logsdon  
Rental Officer