

IN THE MATTER between **PATRICIA LAMOUELLE**, Applicant, and
YELLOWKNIFE HOUSING AUTHORITY, 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:

PATRICIA LAMOUELLE

Applicant/Tenant

- and -

YELLOWKNIFE HOUSING AUTHORITY

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of July,
2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **PATRICIA LAMOUELLE**, Applicant, and
YELLOWKNIFE HOUSING AUTHORITY, 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:

PATRICIA LAMOUELLE

Applicant/Tenant

-and-

YELLOWKNIFE HOUSING AUTHORITY

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: **July 5, 2013**

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

Appearances at Hearing: **Patricia Lamouelle, applicant**
 Ella Newhook, representing the respondent
 Randall Horne, witness for the respondent

Date of Decision: **July 5, 2013**

REASONS FOR DECISION

The applicant is a tenant of subsidized public housing. She was transferred to another unit on May 28, 2013. This is a common practice in subsidized public housing. The tenancy agreement obligates public housing tenants to accept transfers in order to utilize the portfolio in the most effective manner. When a transfer occurs, the tenancy agreement continues and a schedule to the tenancy agreement (Schedule A) is amended to indicate that the agreement is now for a different premises. A common practice is to continue to hold the security deposit in trust and invoice the tenant for any damages to the unit, rather than deduct repair costs from the security deposit and collect a new deposit. In my opinion, this is a reasonable practice for subsidized public housing in the circumstances.

In this matter, the applicant was billed \$1027.48 to repair a screen and a tub surround. Her application disputes this charge and seeks an order requiring the landlord to pay for these repairs.

Had the respondent terminated the tenancy, entered into a new tenancy agreement for the current unit and deducted the repairs from the security deposit, this application could be considered pursuant to section 18.1 of the *Residential Tenancies Act*.

18.1. Where, on the application of a tenant, a rental officer determines that a landlord has breached an obligation under section 18, or has failed to return an amount of a security deposit, pet security deposit or both that is owing to the tenant, the rental officer may make an order

(a) requiring the landlord to comply with the landlord's obligation; or

(b) requiring the landlord to return all or part of the security deposit, pet security deposit or both.

The remedies set out in section 30 of the Act would not apply to this matter as the landlord has completed the repairs, billed the tenant and the tenant has not paid the charges. There do not appear to be any remedies available to the tenant who is billed for alleged damages but does not agree with the charges except to not pay. Should that occur, the landlord would have to file an application seeking relief pursuant to section 42. In some respects, this is a preferable route as it places the onus of proof on the landlord who is, after all, the party making the allegations of damage.

I find that I have no jurisdiction under the Act to determine this case. Accordingly the application is dismissed. Having made no determination in this matter except on the issue of jurisdiction, the respondent may file an application pursuant to section 42.

Hal Logsdon
Rental Officer