

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **MATILTA NAKOOLAK**, Respondent;

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

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

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

MATILTA NAKOOLAK

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of five thousand two hundred nine dollars (\$5209.00).
2. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of one thousand seven hundred forty four dollars and thirty cents (\$1744.30).

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of April,
2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **MATILTA NAKOOLAK**, 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:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

MATILTA NAKOOLAK

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	March 17, 2015
<u>Place of the Hearing:</u>	Yellowknife, NT via teleconference
<u>Appearances at Hearing:</u>	Ella Newhook, representing the applicant Matilta Nakoolak, respondent
<u>Date of Decision:</u>	March 17, 2015

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on January 26, 2015 when the respondent vacated the premises. The applicant retained the security deposit (\$1200) and accrued interest (\$1.31) applying it to repairs of damages and cleaning (\$4319.12) and rent arrears (\$5209) resulting in a balance owing to the applicant of \$8326.81. The applicant sought relief in that amount. The premises are subsidized public housing.

The applicant provided a statement of the security deposit, inspection reports and photographs in evidence. The applicant also provided an itemized list of the repairs which included a charge of \$1373.50 for the removal of abandoned personal property from the rental premises.

The respondent stated that she had made a payment of \$400 to the Coral Harbour Housing Association. The applicant testified that the payment had not been received from the Association. The respondent also disputed the January, 2015 rent, stating that the proper rent of \$67 did not appear on the ledger. The applicant noted that the January, 2015 rent had initially be assessed at \$1625 and subsequently been adjusted by three entries adjusting the final rent to \$67 as shown on the ledger as follows:

January 1/15	1625
January 23/15	(1545)
February 4/15	249
February 4/15	(262)

The respondent did not dispute the repair costs.

Sections 64 and 65 of the *Residential Tenancies Act* set out how a landlord may recoup costs for removal and storage of abandoned personal property.

64. (6) Where the tenant or owner of an item of personal property stored by the landlord pays the landlord the cost of removing and storing the item, the landlord shall give the item to the tenant or owner and notify the rental officer.

65. (2) Where a landlord sells an item of personal property under subsection (1) or 64(4), the landlord may, subject to the terms and conditions set by the rental officer under those subsections,

(a) retain that part of the proceeds of the sale necessary to reimburse the landlord for the reasonable costs of removing, storing and selling the property; and

(b) retain that part of the proceeds of the sale necessary to satisfy any order for compensation made in favour of the landlord by the rental officer or a judge of the Supreme Court or territorial judge, where the order was made under this Act.

There is no provision in the Act for a landlord to seek relief for these costs through an application. Therefore the removal costs of \$1373.50 are denied.

Applying the security deposit and accrued interest to the repair costs and deducting the removal costs, I find repair costs owing to the applicant of \$1744.31 calculated as follows:

Repair costs as per statement	\$4319.12
Less removal costs	(1373.50)
Less Security deposit	(1200.00)
Less S/D Interest	<u>(1.31)</u>
Repair costs due to applicant	\$1744.31

I find the ledger in order and find rent arrears of \$5209. An order shall issue requiring the

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respondent to pay the applicant rent arrears of \$5209 and repair costs of \$1744.31.

Hal Logsdon
Rental Officer