

Citation: *Fox. v. Northern Vision Development Corp., Northern Vision Development Limited Partnership and Lanix Property Management Ltd.* as agent for the Landlord Northern Vision Development, 2009 YKTC 111

Date: 20090831  
Docket: 09-T0020

Registry: Whitehorse

**IN THE TERRITORIAL COURT OF YUKON**

Before: His Honour Judge Faulkner

**IN THE MATTER OF THE *LANDLORD AND TENANT ACT*  
R.S.Y. 2002, c. 131, and amendments thereto**

BETWEEN:

WENDY FOX

Tenant

AND:

NORTHERN VISION DEVELOPMENT CORP., NORTHERN VISION  
DEVELOPMENT LIMITED PARTNERSHIP and LANIX PROPERTY  
MANAGEMENT LTD. as agent for the Landlord Northern Vision Development

Landlords

Appearances:

Wendy Fox  
Michael Nixon  
Heiko Franke

Appearing on her own behalf  
Appearing for Lanix Property Management Ltd.  
Appearing for Northern Vision Development Corp. and  
Northern Vision Development Limited Partnership

**REASONS FOR JUDGMENT**

[1] FAULKNER T.C.J. (Oral): So in the result, I will say I am satisfied that the damage, whatever the total may be, certainly amounted to \$800, and that the landlord is entitled, therefore, to retain the deposit.

[2] However, there is also one additional matter, and that is there has been no accounting to the tenant for the interest on the deposit, as near as I can tell. That accounting should be given to the former tenant, and that amount of interest, whatever it may be, should be paid to her.

[3] WENDY FOX: Excuse me, but I'm the only tenant in that whole building that bothered to come and fight him. He's done it to every one of us. Thank you, sir.

[4] THE COURT: We will adjourn.

[5] WENDY FOX: And the rich get richer.

---

FAULKNER T.C.J.