

IN THE MATTER between **BRAZEAU REPAIRS LTD.**, Applicant, and **CHARLES BRINTNELL**, 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 **RAE-EDZO, NT.**

BETWEEN:

BRAZEAU REPAIRS LTD.

Applicant/Landlord

- and -

CHARLES BRINTNELL

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for the cost of water that will be paid on his behalf in the amount of four hundred twelve dollars and eighty one cents (\$412.81).

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of January, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **BRAZEAU REPAIRS LTD.**, Applicant, and **CHARLES BRINTNELL**, 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:

BRAZEAU REPAIRS LTD.

Applicant/Landlord

-and-

CHARLES BRINTNELL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 14, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Mary Porter, representing the applicant
Charles Brintnell, respondent

Date of Decision: January 16, 2003

REASONS FOR DECISION

The tenancy agreement between the parties was terminated sometime in August, 2002 when the respondent vacated the rental premises. The respondent stated that he vacated the premises on August 15, 2002. The respondent stated that on some day in August (neither party could recall the date) the applicant and respondent were to meet at the premises to conduct a check-out inspection. The respondent testified that the applicant did not appear for the inspection and that a notice to terminate and keys were left in the premises. The notice was provided in evidence. The applicant denied that any written notice was received or found in the premises and claimed that the keys were never returned. The applicant stated that they discovered the premises vacant later in the month but could not recall the date.

The applicant retained the security deposit of \$1000 and applied it against the outstanding August rent of \$1000. No statement of security deposit was provided to the respondent. The parties agreed on the dates the security deposit was paid and the amount.

The applicant alleged that the respondent had failed to pay for water and sought an order for the costs of water which would be applied to the property taxes for the premises.

The respondent alleged that the dryer did not work at the commencement of the tenancy in February, 2001 and that the landlord was aware of the problem at that time. The respondent stated that he repaired the dryer at his expense and sought compensation for the cost of repair.

The respondent provided invoices for the repairs which were \$179.27.

The notice to terminate the tenancy agreement is not in accordance with the *Residential Tenancies Act*. The written tenancy agreement was made for a one year term and apparently was renewed on a month-to-month basis pursuant to section 49 of the *Residential Tenancies Act*. Section 52 of the Act permits a tenant to terminate a periodic tenancy agreement that has continued for a year or more by giving notice to quit at the end of a rent period of at least 60 days. The respondent's notice was dated August 10, 2002 and gave notice that "I hope that I will have all my stuff out of there completely by August 15, 2002". Notices must be personally served or served by registered mail. The respondent's notice was left in the premises.

The amount of rent arrears is difficult to determine from the evidence. The respondent claims to have vacated the premises on August 15, 2002 but the keys were not returned to the landlord in the usual manner, if at all, and the applicant is not sure of the date they discovered the premises vacant. Neither party recalls when the check-out inspection was supposed to be conducted. I am reasonably certain however that whether it is rent or compensation for rent which would have come due (damages) the applicant is entitled to the equivalent of the August rent or \$1000. If part of that amount was in fact damages for lost rent, I am satisfied that the applicant took reasonable steps to mitigate loss.

In the matter of the water costs, it is clear from the written tenancy agreement that the respondent was responsible to pay for water during the tenancy. Although it appears that the arrears have not

yet been transferred to taxes, the municipality has tried to enforce collection from the landlord and will undoubtedly transfer the amount to taxes at some time. There is no dispute as to the amount owing which I find to be \$657.

In the matter of the dryer repairs, I find the applicant responsible for the costs of repair. I am satisfied that the applicant was aware of the requirement for repair and that the dryer was a facility provided under the tenancy agreement. I find the costs of \$179.27 reasonable.

Finally, there is the matter of the security deposit interest. The parties agreed on the dates the deposit was provided. I calculate interest on the deposit, in accordance with the interest rates prescribed by the Act, to be \$64.92.

In summary, I find the respondent breached the tenancy agreement by failing to pay for the cost of water and failing to pay the lawful rent. I find the applicant breached the agreement by failing to maintain the premises in a state of good repair. I also remind the applicant of their obligation to complete statements of security deposits at the end of tenancy agreements in accordance with section 18 of the Act. Taking into account the compensation for the repairs and interest on the security deposit an order shall be issued requiring the respondent to compensate the applicant for water costs that will be paid on his behalf in the amount of \$412.81 calculated as follows:

Water Costs	\$657.00
Rent arrears/damages (Aug)	1000.00
Security deposit	(1000.00)
Interest on deposit	(64.92)
Compensation for repairs	<u>(179.27)</u>
Amount due applicant	\$412.81

An order shall be issued requiring the respondent to pay the applicant \$412.81.

Hal Logsdon
Rental Officer