

IN THE MATTER between **KHAI NGUYEN**, Applicant, and **JACQUELYN FRASER**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

KHAI NGUYEN

Applicant/Landlord

- and -

JACQUELYN FRASER

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay compensation to the applicant for the cost of water paid on her behalf in the amount of five hundred seventy nine dollars and fourteen cents (\$579.14).

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of June, 2003.

Hal Logsdon
Rental Officer

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BETWEEN:

KHAI NGUYEN

Applicant/Landlord

-and-

JACQUELYN FRASER

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 10, 2003
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	Khai Nguyen, applicant
<u>Date of Decision:</u>	June 10, 2003

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on May 30, 2003 but failed to appear at the hearing. The hearing was held in her absence.

The tenancy agreement between the parties was terminated on June 30, 2002 when the respondent vacated the premises. The applicant alleged that the respondent breached the tenancy agreement by failing to pay for water which was her obligation pursuant to their tenancy agreement. The applicant sought compensation for water charges which he had allegedly paid on behalf of the respondent.

The applicant stated that on the sale of the property it was discovered that there were outstanding water charges related to the tenancy. The applicant stated that these charges were paid by him through a sale adjustment. He provided a copy of the water statement which was marked "paid by Lawson Lundel 9/19/02". The amount of the statement was \$579.14.

The respondent filed an application against the applicant on March 3, 2003 seeking compensation for the replacement of the hot water tank. The rental officer extended the time for making an application and heard the matter, awarding the respondent compensation in the amount of \$906.21 (File #10-7324). The applicant now asks for similar leave to have his application heard. In my opinion, it is not unfair to do so. The applicant encountered a similar situation to that of the respondent, who claimed she was unaware that the landlord had not paid

for the work that she had contracted. The respondent was also unaware at the termination of the tenancy that the water bills were unpaid, a fact that came to light when the house was later sold.

As reflected in the “Reasons for Decision” attached to the previous order, the parties agreed that the tenant was responsible for water charges. The statement includes water charges which accrued during the period of the tenancy and penalties for late payment. The applicant has paid for these charges which, in my opinion, were the responsibility of the respondent.

The respondent sought interest on the outstanding amount during the time it remained unpaid. I note that interest was charged by the City of Yellowknife up to the time the applicant paid the charges. That amount should be reimbursed by the respondent. In my opinion, additional penalty is not reasonable as the applicant could have mitigated such loss through a more timely application. The request is denied.

An order shall be issued requiring the respondent to pay the applicant for water charges which were paid on her behalf in the amount of \$579.14.

Hal Logsdon
Rental Officer