

IN THE MATTER between **Allison Minty**, Applicant, and **Justin Pelletier**, 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, **Adelle Guigon**, Deputy Rental Officer, regarding a rental premises within **the City of Yellowknife in the Northwest Territories**.

BETWEEN:

**ALLISON MINTY**

Applicant/Landlord

- and -

**JUSTIN PELLETIER**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the Respondent shall pay to the Applicant compensation for loss suffered as a direct result of the negligent conduct of the tenant in the amount of \$1,121.02 (one thousand one hundred twenty-one dollars two cents).

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of July 2013.

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Adelle Guigon  
Deputy Rental Officer

IN THE MATTER between **Allison Minty**, Applicant, and **Justin Pelletier**, 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 **Adelle Guigon**, Deputy Rental Officer.

BETWEEN:

**ALLISON MINTY**

Applicant/Landlord

-and-

**JUSTIN PELLETIER**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>July 8, 2013</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories, via Teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>Allison Minty, the Applicant</b>
<b><u>Date of Decision:</u></b>	<b>July 8, 2013</b>

## **REASONS FOR DECISION**

### **Application**

This Application to a Rental Officer regarding the rental premises known as 47 Gold City Court in Yellowknife, Northwest Territories, was received and filed by the Rental Office on January 10, 2013. The Respondent was served with a copy of the filed application package by personal service on January 23, 2013.

The Applicant requested in the application compensation for tenant damages pursuant to section 42 of the *Residential Tenancies Act* (the Act) and included the following exhibits:

Exhibit 1: Tenancy Agreement dated November 21, 2012

Exhibit 2: E-mail Confirmation of Receipt of Security Deposit and December 2012 rent on November 22, 2012, and receipt of January 2013 rent on January 3, 2013

Exhibit 3: Check-in Inspection Report dated December 3, 2012

Exhibit 4: Correspondence from the Application to the Respondent dated December 29, 2012, regarding responsibility for repairs and alternate accommodations

On February 6, 2013, the Respondent provided the following exhibit:

Exhibit 5: Respondent's Written Submissions

On February 8, 2013, the Applicant provided the following exhibits:

Exhibit 6: Repair Estimate #145 from Murphy Construction dated January 22, 2013, for replacement of water pipes and toilets

Exhibit 7: Repair Quote #Q12-309 from CMS dated January 10, 2013, for replacement of water heater and toilets

On April 16, 2013, the Applicant provided the following exhibits:

Exhibit 8: Invoice #90728 from Arctic Appliance dated March 13, 2013, for a dual water valve for a refrigerator

Exhibit 9: Invoice #194 from Murphy Construction dated March 3, 2013, for the replacement of two toilet fixtures and replacement of valves in appliances

### Hearing

A hearing was scheduled for July 8, 2013. The Applicant appeared at hearing. The Respondent was served notice of hearing by e-mail sent June 18, 2013, deemed served June 21, 2013, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations). The Respondent did not appear. The hearing proceeded in his absence.

### Submissions

At hearing, the Applicant reiterated her desire for compensation for loss suffered as a result of the negligence of the tenant to the rental premises, however, clarified the amount she was now seeking reflected the collateral damage to the premises which resulted from the freezing of the water and sewer pipes in the unit rather than the entire replacement costs.

On December 27, 2012, the Applicant received a telephone call from the Respondent informing her that he had just returned to the premises from a four-day trip down south to find the house cold and ice formed in the toilets. Ray Pirker Plumbing answered the emergency call-out and got the furnace and water heater turned back on. The Applicant stated at hearing that the pilot lights on both the furnace and water heater had been snuffed out, and that there is no way to tell how or exactly when that happened.

At the time of the occurrence it was not clear what the full cost of repairs would be. The damages were extensive and included removal of drywall to access the pipes. It was eventually determined that a full replacement of the pipes would have to be made. However, the premises in question is a member of the Yellowknife Condominium Corporation No. 6 (YCC6) and they had already been planning to replace the copper pipes in all their units with pex pipes and, therefore, the YCC6 covered those costs.

The remaining costs associated with the freeze-up were for the replacement of a dual water valve in the fridge (\$107.77) and the replacement of two toilet fixtures, a valve in the dishwasher, and a cartridge in the kitchen faucet (\$1,013.25). These items were damaged as a result of the extensive freeze-up of the water lines. The total cost of these repairs is \$1,121.02.

The Respondent did make a written submission received February 6, 2013, in which he questions how he can be considered negligent for the failure of the heating unit when he's away from the premises for four days.

Determination

I accept that a valid tenancy agreement was in place at the time of this incident.

I further accept that it is not unreasonable to expect the tenant to arrange for their rental premises to be checked on a daily basis while he is away during the winter months, to ensure the heat and water services do not fail, thereby mitigating preventable damages to the premises. As the Respondent failed to ensure their premises were properly taken care of while he was away, I find that the freeze-up damages to the premises were due to the tenant's negligence and the tenant is therefore liable for the associated damages.

I further find that the costs requested by the landlord in these circumstances are not unreasonable and are a direct result of the freeze-up.

Order

An order will issue requiring the Respondent to pay to the Landlord a total of \$1,121.02 in compensation for repair of damages.

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Adelle Guigon  
Deputy Rental Officer