

IN THE MATTER between **WF**, Applicant, and **SL, DC, and JL**, Respondents.

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**, Rental Officer,

BETWEEN:

WF

Applicant/Landlord

-and-

SL, DC, AND JL

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: April 18, 2018

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: WF, applicant

Date of Decision: April 18, 2018

REASONS FOR DECISION

An application to a rental officer made by WF as the applicant/landlord against SL, DC, and JL as the respondents/tenants was filed by the Rental Office January 4, 2018. The application was made regarding a residential tenancy agreement for a rental premise located in Yellowknife, Northwest Territories. The filed application was served on the respondents by email deemed received March 21, 2018, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The applicant alleged the respondents had accumulated rental arrears, had failed to pay water and fuel bills, had caused damages to the rental premises, and had failed to clean the rental premises upon vacating. An order was sought for payment of rental arrears, payment of utilities arrears, and payment of costs for repairs and cleaning.

A hearing was scheduled for April 18, 2018, by three-way teleconference. WF appeared as applicant. SL, DC, and JL were served notices of the hearing by email deemed received March 21, 2018, pursuant to subsection 4(4) of the Regulations. The respondents did not appear at the hearing, nor did anyone appear on the respondents' behalf. The hearing proceeded in the respondents' absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The applicant's representative testified and evidence was presented establishing that a residential tenancy agreement had been entered into between the parties commencing March 1, 2016. SL and DC occupied the rental premises; JL was a co-signer accepting joint responsibility for the tenancy. The respondents vacated the rental premises without proper written notice, effectively ending the tenancy March 31, 2017. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Rental arrears

The rent ledger entered into evidence represents the landlord's accounting of monthly rent and payments received against the respondents' rent account. The rent was established at \$1,750 per month. The last payment received against the rent account was recorded in January 2017 in the amount of \$1,902. The security deposit of \$1,750.95 was retained against the rental arrears.

The respondents had vacated the rental premises February 6, 2017, but made arrangements for a cousin to stay at the rental premises. The hope was for the cousin to either take over the existing tenancy agreement or enter into his own with the applicant. The applicant agreed to permit the cousin to stay at the rental premises for the time being under the respondents' existing tenancy agreement pending vetting the cousin as a suitable tenant. Although the cousin initially seemed interested in renting the premises and was vetted as suitable, he changed his mind at the end of February and declined to enter into a tenancy agreement. The cousin vacated the rental premises. The applicant notified the respondents that their tenancy agreement remained in effect due to the cousin's choice and that they would remain responsible for the rent for March unless he was able to secure a new tenant.

I am satisfied the respondents did not give written notice to terminate the tenancy agreement in accordance with subsection 52(1)(b) of the Act. I am satisfied the applicant was unable to re-rent the premises for the month of March 2017. I am satisfied the respondents are responsible for the rent for March 2017. I am satisfied the rent ledger accurately reflects the current status of the respondents' rent account. I find the respondents liable to the applicant for rental arrears in the amount of \$1,767.05. This amount accounts for the security deposit.

Utilities

Paragraph 5 of the written tenancy agreement specifies the respondents' responsibility for water, power, heat, and cable.

The applicant submitted into evidence the utility account statement for the water bill to the rental premises. The statement showed that the balances owing as of December 31, 2016, and June 12, 2017, were transferred to the property owner's tax account, that being the applicant. The total amount owing of \$2,053.03 was paid by the applicant.

The applicant submitted an invoice to recover costs of refilling the propane tank (heating fuel) in the amount of \$255.09.

I am satisfied the respondents failed to comply with their obligation to pay the water and propane bills for the rental premises. I find the respondents liable to the applicant for utilities arrears in the total amount of \$2,308.12.

Damages

On February 1, 2017, the applicant was notified by the respondents that the furnace had not been working for two days because they had failed to refill the propane tank. They had been staying at a friend's place until they could collect the money required to pay for the propane delivery. Now that they had propane, they needed the applicant to start the furnace for them.

The applicant started the furnace, but also informed the respondents that leaving the premises without heat for two days in the middle of winter would likely have caused the water lines to freeze up, causing damages. The applicant returned the next day after restarting the furnace and identified that the water metre had cracked. Further assessment of damages could not be completed until the water metre was replaced.

The respondents told the applicant that their cousin (previously mentioned) had agreed to replace the damaged water metre and effect the necessary plumbing repairs while he stayed at the rental premises. The cousin chose to by-pass the water metre instead of paying to have it replaced. What repairs the cousin did to the frozen water lines was negated by his method of accessing the water lines; instead of going under the trailer, he cut a hole into the floor of the bathroom.

When the applicant reclaimed possession of the rental premises in March he found the respondents had left garbage and other items behind. Additional interior damages documented included a cracked window pane, holes in walls, and broken interior doors. The applicant was also required to replace the locks to the rental premises as the respondents failed to return the keys.

The full extent of the freeze-up damages could not be assessed until the snow melted in the spring. The yard to the rental premises and two neighbouring yards had been flooded by the amount of water that had escaped from the broken water lines, requiring two water pumps to remove. The crawl space under the rental premises was not dry enough to effect repairs to the belly bag for a few more months.

The applicant had remained in contact with the respondents throughout August and September 2017 regarding the repairs and outstanding arrears. A payment plan agreement was not complied with.

The applicant prepared an invoice claiming costs in the total amount of \$5,378.59 for:

- repairing the flooring where the cousin cut a hole in the bathroom
- repairing the belly bag
- repairing one cracked window
- repairing holes in walls
- repairing interior doors
- replacing locks
- removing and disposal of garbage and other items
- cleaning throughout

I am satisfied the damages caused by the water line freeze-up are the respondents' responsibility due to their failure to ensure the propane tank was filled in order to provide the necessary heat to the rental premises. I am satisfied the respondents are responsible for the interior damages to the rental premises. I am satisfied the respondents failed to clean the rental premises upon vacating. I find the respondents liable to the applicant for the total costs of repairs and cleaning in the amount of \$5,378.59.

Orders

An order will issue:

- requiring the respondents to pay rental arrears in the amount of \$1,767.05;
- requiring the respondents to pay utilities arrears in the amount of \$2,308.12; and
- requiring the respondents to pay costs of repairs and cleaning in the amount of \$5,378.59.

Adelle Guigon
Rental Officer