

IN THE MATTER between **NTHC**, Applicant, and **MP and DA**, 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 **Hal Logsdon**, Rental Officer,

BETWEEN:

NTHC

Applicant/Landlord

-and-

MP and DA

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: February 12, 2020

Place of the Hearing: Tuktoyaktuk, Northwest Territories

Appearances at Hearing: LP, representing the Applicant
MP, Respondent

Date of Decision: February 19, 2020

REASONS FOR DECISION

The Applicant alleged the Respondents had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the rental premises. The Applicant sought an order requiring the Respondents to pay the alleged rent arrears and repair costs, terminating the tenancy agreement, and evicting the Respondents.

The premises are subsidized public housing. The monthly tenancy agreement between the parties was made in writing and commenced on March 1, 2016. The Applicant provided a lease balance statement in evidence which indicated a balance of rent arrears in the amount of \$46.51 and repair costs in the amount of \$1,364.48. Work orders for each of five repairs were submitted in evidence outlining the nature of the repairs and the costs. The Applicant testified that, in the Landlord's opinion, the repairs were made necessary due to the negligence of the Tenant or persons the Tenant permitted on the premises.

The Respondent did not dispute the allegations pertaining to the rent arrears, but did not believe that several of the alleged damages were the result of his negligence. I shall review each one.

Floor damage by water leaking from washing machine hose or tap (work order TD 162492)

The rental unit is a two-story, side-by-side duplex. Although the work order refers to floor damage, the repairs refer only to the removal of drywall and wet insulation from the mechanical room ceiling. The Respondents' laundry room is on the second floor, above the common mechanical room. The Respondent stated that he had never had a leak in his washer hose or tap and that the landlord had never checked his laundry room for leaks. The work order does not indicate that any work was done on the floor, taps or laundry hoses. The Respondent speculated that the water leak originated elsewhere, probably in the boiler room wall. The Applicant had no direct knowledge of the alleged damage or the repairs.

In my opinion, there is not sufficient evidence that the leak originated from the Respondents' living area. More importantly, there is no evidence to indicate that the leak was the result of any negligence on the part of the Respondents. The request for relief is denied.

Kicked in entry door (work order RM 220226)

The Respondent disputed the door damages testifying that the door was kicked in while he was at work. No one else was at home at the time and items were stolen from the premises. He testified that he had reported the incident to the police and notified the Landlord. Tenants are only responsible for damages done by themselves or persons they permit on the premises. Clearly, the intruder was not invited. The request for relief is denied.

Call-out charges - locked out of unit (work order RM 196438)

The Respondent did not dispute these charges. The Applicant stated that the charges were based on the call-out provisions of the maintenance staff employment contract. I find the relief requested to be reasonable.

Water leak under the building (work order TD 200991)

The work order indicates that the tenant in the next unit called to report water leaking under the building. A tap had been left open in the Respondents' unit. Repairs included the removal of wet insulation and skirting and replacement of same. The Respondent acknowledged that the taps had been left open and that there had been some minor flooding. He stated that the damage was primarily caused by other leakage that had occurred over a long period of time. The Respondent stated that he had not intentionally caused the flooding.

In my opinion, the evidence suggests that the work undertaken and the charges to the Respondents was to deal with the wet insulation and skirting that were directly affected by the flooding caused by leaving the taps open. Whether the Respondents meant to leave the taps open or not, leaving them open was a negligent act and the Respondents are, in my opinion, liable for the repair costs. I find the costs to be reasonable.

Blocked dryer vent (work order TD 207152)

The work order indicates that the dryer vent was frozen due to water entering the vent during the earlier leak caused by leaving the kitchen taps open. The Respondent claimed that the pipe was blocked by frozen condensation and snow which was normal, but also by water that he suspected entered during the leak leading to the repairs to the boiler room ceiling. However, he also stated previously that he had seen water coming from the dryer vent during the leak caused by the open taps in the kitchen.

The dates of the work orders suggests that the ice in the dryer vent was not the result of the leak associated with the boiler room ceiling. That repair occurred in March 2018, over a year before the dryer vent became blocked. It is more reasonable to assume that the kitchen flood which appears to have occurred in January 2019 led to the frozen dryer vent which was repaired in early April 2019. I find the repairs to be the result of the Respondents' negligence and find the repair costs reasonable.

I find the Respondents in breach of their obligation to pay rent and their obligation to repair damages to the rental premises caused by their negligence. I find rent arrears in the amount of \$46.51. I find repair costs in the amount of \$1,120.11 calculated as follows:

Total repair costs sought as per ledger	\$1,364.48
Less w/o work order TD 162492	(110.80)
Less work order RM 220226	<u>(133.57)</u>
Total	\$1,120.11

In my opinion, the breaches do not warrant termination of the tenancy agreement.

An order shall issue requiring the Respondents to pay the Applicant rent arrears in the amount of \$46.51 and repair costs in the amount of \$1,120.11.

Hal Logsdon
Rental Officer