

IN THE MATTER between **H.N.T.**, Applicant, and **L.W.**, 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 a rental premises located within the **city of Yellowknife in the Northwest Territories**.

BETWEEN:

H.N.T.

Applicant/Landlord

-and-

L.W.

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 13, 2023
<u>Place of the Hearing:</u>	Yellowknife, NT, via teleconference
<u>Appearances at Hearing:</u>	P.S., representing the Applicant
<u>Date of Decision:</u>	July 7, 2023

REASONS FOR DECISION

The application was filed on May 3, 2023 and set for hearing on June 13, 2023. The Respondent was sent a filed application and Notice of Attendance by email on May 11, 2023. The Respondent failed to appear at the hearing. The email address is noted on the tenancy agreement between the parties. In my opinion, it is reasonable to deem the Notice of Attendance served on May 14, 2023. The hearing was held in the absence of the Respondent.

The monthly tenancy agreement between the parties commenced on October 28, 2021. The parties completed an inspection report on October 28, outlining the agreed condition of the premises. The tenancy agreement required a security deposit of \$1,625 and the Respondent paid a partial security deposit of \$1,497.75 during the term. The premises are subsidized public housing.

The Applicant discovered the premises abandoned on December 14, 2022. The Applicant testified that the furnace had been shut off and a load limiter, installed by the electrical supplier, tripped. The unit was completely flooded and the crawl space filled with water and ice.

After reestablishing heat, draining the flooded areas of the premises, and drying out the premises, the Applicant conducted an inspection on March 29, 2023. The Respondent did not participate in the inspection. An inspection report was completed by the Applicant noting significant damages to the premises. The Applicant retained the security deposit, applying it first against rent arrears and issued a statement of the deposit.

The Applicant alleged that the damages to the premises were caused by the Respondent's negligence and sought an order requiring the Respondent to pay costs to repair the damages.

The Applicant provided photographs of the premises taken on December 14, 2022 showing the flooded and partially frozen crawl space, broken pipes, frost on windows, and humidity readings over 70%. A group of photographs, dated March 29, was also provided outlining the state of the premises after the flooding had been resolved and personal effects removed from the premises. A written inspection was completed on that date. The Respondent did not participate in the inspection.

The Applicant provided a lease balance statement in evidence indicating a balance of repair costs of \$36,188.73. Invoices and work orders were provided documenting the work and costs involved to repair the premises. The majority of the work involved drying out the flooded areas and removing excess moisture from the premises. The work orders indicate that four dehumidifiers and twelve air movers were required for a week to remove moisture from the premises. Some of the wall surfaces were damaged by the moisture and lack of heat, causing paint to peel. Water pipes had ruptured in numerous areas.

The Respondent left personal items and some furniture in the premises. After filing an inventory and receiving permission to dispose of the items, the Respondent incurred costs to remove the items to the landfill.

There were also numerous areas of damage not related to the flooding, which were not present at the initial check-in inspection. These include replacement of a missing smoke detector, wall and door sill repair, patching and painting of wall damage, replacement of a damaged counter top, and general cleaning.

In my opinion, the evidence establishes that the flooding/freezing of the premises was caused by the Respondent. The supplier of electricity had installed a load limiter on the electrical service, presumably due to nonpayment of the account by the Respondent. The device will only permit enough current to operate heat and lighting and will trip if demand is higher. An incident report indicated that the furnace was turned off when the unit was abandoned and a work order indicated that the limiter was in the tripped position. Likely, the Respondent turned the furnace off trying to use another appliance but nevertheless tripped the limiter and left the premises without restarting the furnace. In any case, it is clear that the loss of heat and consequential damage was the direct result of the Respondent's negligence.

I find the costs of repairs to be adequately documented by invoices and work orders and note that the documented costs are somewhat higher than the costs charged to the Respondent. I find the costs of repair totalling \$36,188.73 to be reasonable. An order shall issue requiring the Respondent to pay the Applicant repair costs of \$36,188.73.

Hal Logsdon
Rental Officer