

IN THE MATTER between **TB**, Applicant, and **KA**, 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 **Janice Laycock**, Rental Officer,

BETWEEN:

TB

Applicant/Landlord

-and-

KA

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	January 24, 2023
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	AS, representing the Applicant PS, representing the Applicant
<u>Date of Decision:</u>	January 31, 2023

REASONS FOR DECISION

An application to a rental officer made by TB as the Applicant/Landlord against KA as the Respondent/Tenant was filed by the Rental Office May 12, 2023. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was deemed served on the Respondent by email on June 1, 2023.

The Applicant claimed the Respondent had failed to pay rent when due and had accumulated arrears. The Respondent had also abandoned the tenancy and were responsible for compensation for lost rent, as well as costs associated with damages and cleaning . An order was sought for payment of rental arrears, payment of compensation for lost rent, and payment of expenses related to repair of damages and cleaning.

A hearing was held by three-way teleconference on August 2, 2023. A decision on rental arrears and compensation for lost rent was made and an order issued for payment of rental arrears owing in the amount of \$590.78 and compensation for loss of future rent in the amount of \$2,302.22. I adjourned hearing the claim for costs to repair damages and cleaning pending further information.

The hearing resumed on November 22, 2023, by three-way teleconference. At the hearing I reserved my decision on the costs claimed for cleaning and repair of damages to further review the evidence and check my calculations. I later issued an order for payment of costs to repair damages and cleaning in the amount of \$5,991. I adjourned consideration of a claim for costs to replace carpeting in the bedrooms asking for further information to support this claim. With this adjournment I also agreed to consider a claim for utilities if the Applicant filed an addendum to the application concerning this issue.

Subsequent to the hearing the Applicant withdrew their claim for costs to replace the carpeting considering the carpet was older than 10 years (the typical useful life of carpet). The Applicant did provide to the Rental Office and the Respondent an addendum to the application and supporting evidence.

The hearing resumed on January 24, 2024 by three-way teleconference. PS and Alexander (AJ) Smith from Triton Property Management attended the hearing representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent was provided notice by email deemed served January 8, 2024, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act*.

Tenancy agreement

Evidence was provided establishing a residential tenancy agreement for the term July 1, 2019 to June 30, 2020 and then continuing month to month. The rent was \$2,550 per month. The Applicant testified at the hearing on August 2, 2023, they became aware on May 3, 2023, by phone with the Respondent that they were no longer living in the rental premises and did not wish to return.

At the hearing on August 2, 2023, I found a valid tenancy agreement was in place in accordance with the Act and this tenancy was terminated on May 3, 2023.

Utilities

The Applicant filed an addendum to the Application to the Rental Office and the Respondent on December 12, 2023. In the addendum the Applicant claimed that at the end of their tenancy the Respondent owed utilities totalling \$673.80. The Applicant provided as evidence a copy of the City of Yellowknife utility bill for the Respondent's water account. According to this bill the amount owing on July 11, 2023 was \$661.80, but if unpaid by July 31, 2023 would be \$673.80.

The bill includes a balance forward of \$741.90, one payment made of \$103.50, and additional charges for the first two days of June, as well as late payment penalties leaving the balance owing of \$661.80. The Applicant testified new tenants occupied the rental premises beginning June 2, 2023, and the tenant was responsible for charges leading up to that date. Also, that any outstanding charges on the City of Yellowknife utility account were transferred to the Landlord's account, and were now the responsibility of the Landlord.

Under subsection 45(1) of the Act, where in a written tenancy agreement a tenant has undertaken additional obligations, the tenant is required to comply with the obligations. Under section 5. Services and Facilities, of the written tenancy agreement the Respondent is responsible for "water" as well as other services. Under paragraph 45(4)(c) of the Act, on the application of a landlord a rental officer determines a tenant has breached an obligation, they may issue an order requiring the Respondent to compensate the landlord for losses suffered as a direct result of the breach.

Although the Applicant provided evidence of an amount owing by the Respondent to the City of Yellowknife for water in July 2023, and they testified that this outstanding amount would be transferred to the Landlord, no documentation was provided to show that this loss had been suffered by the Landlord, nor did they have any direct knowledge of the current status of this account. As the Respondent did not attend the hearing, we could not ask them if further payments had been made by them after July 2023.

I reserved my decision at the hearing, and asked the Applicant to provide documentation to support their claim that the Landlord had suffered a loss and compensation was due.

Documentation from the City of Yellowknife was provided to the Rental Office on January 25, 2024, confirming that the amount owing on the Respondent's account was \$673.80 and this amount had been transferred to the Applicant's tax roll.

I find the Respondent has breached their obligation to pay utilities as required under their tenancy agreement and shall pay \$673.80 to the Applicant as compensation for losses suffered.

Orders

An order will issue requiring the Respondent to pay costs for utilities owing in the amount of \$673.80 (p.45(4)(c)).

Janice Laycock
Rental Officer