

IN THE MATTER between **JDY**, Applicant, and **WB**, 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 **Jerry Vanhantsaeme**, Rental Officer, regarding  
a rental premises located within the **hamlet of Fort Liard in the Northwest Territories**;

BETWEEN:

**JDY**

Applicant/Tenant

-and-

**WB**

Respondent/Landlord

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>October 30, 2024</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>JDY, representing the Applicant</b>
<b><u>Date of Decision:</u></b>	<b>November 1, 2024</b>

### **REASONS FOR DECISION**

An application to a rental officer made by JDY as the Applicant/Tenant against WB as the Respondent/Landlord was filed by the Rental Office September 23, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Liard, Northwest Territories. The filed application was served on the Respondent by email and deemed served on September 29, 2024.

The Applicant alleged the Respondent has failed to comply with their obligation to maintain the rental premises in a good state of repair, by not replacing a leaking hot water tank. An order was sought for the Landlord to address the issue of the leaking hot water tank.

A hearing was held October 30, 2024, by three-way teleconference. JDY appeared representing the Applicant. The Respondent did not appear, nor did anyone on their behalf. The hearing proceeded in the Respondent's absence pursuant to subsection 80(2) of the *Residential Tenancies Act (Act)*. At the hearing, I reserved my decision pending the receipt photo evidence and to further review the evidence and testimony.

#### *Preliminary matter - ownership of rental premises*

Evidence presented indicated there was the possibility of change of ownership of the rental premises and the Tenant was trying to work with who they thought was the new landlord. In order to determine who the Landlord was, the Applicant provided a copy of the "Certificate of Title" showing the registered owner as the Respondent to the application. Verification of title was completed by the Rental Officer on the date of the hearing and confirmed there has been no change of ownership.

#### *Tenancy Agreement*

Testimony provided establishing an oral tenancy agreement between the parties commencing in 2020 or earlier. Subsection 9(1) of the *Act* states: "A tenancy agreement may be oral, written or implied". I am satisfied a valid tenancy agreement was in place in accordance with the *Act*.

From this point forward the Applicant will be known as the Tenant and the Respondent will be known as the Landlord.

#### *Maintenance*

The Tenant made claim against the Landlord regarding the condition of the hot water tank. The Tenant testified after the hot tank ruptured and drained into the tray and onto the floor, they had contacted the Landlord regarding the issue. The Tenant testified the Landlord had advised them it was their issue.

The Tenant entered into evidence on October 1, 2024 a statement regarding a chain of events leading up to the application to a rental officer. The chain of events provided indicates:

- September 2, 2024 - the tank started to leak;
- September 3, 2024 - The Tenant attempted to meet with whom they believed was the new landlord regarding the leaking tank;
- September 20, 2024 - Landlord contacted the Tenant advising the issue with the hot water tank was the responsibility of the Tenant. (The Landlord claims they are a good landlord - allowing so little rent);
- September 26, 2024 - agent for the Landlord informs of "NO MORE RENT"

During the hearing, the Tenant testified the tank is not currently leaking, they do not believe it is filling, and is dangerous, as steam came from the pressure release valve recently.

Upon request of the Rental Officer, the Tenant provided a photo of the base of the hot water tank and drain pan. Photo evidence shows there is old soaked material in the drain pan.

#### *Rent*

The Tenant testified they pay \$400.00 per month for rent. When questioned on when rent was last paid, the Tenant testified rent was paid in September 2024. When trying to pay rent afterwards, the agent for the Landlord refused payment.

Entered into evidence was a note from the Tenant regarding a 90-day grace period for nonpayment of rent. The Tenant was under the belief the 90-day notice was in relation to the Landlord giving notice that a new owner wanted the property vacated. The Tenant testified the notice was provided to them orally. The Tenant is giving consent they will vacate the property 90-days after the hot water tank is replaced. The Tenant was advised they are still responsible to pay rent.

#### *Determination*

##### **30(1) A landlord shall**

- (a) provide and maintain the rental premises, the residential complex and all services and facilities provided by the landlord whether or not included in a written tenancy agreement, in a good state of repair and fit for habitation during the tenancy; and**

- (b) ensure that the rental premises, the residential complex and all services and facilities provided by the landlord comply with all health, safety and maintenance and occupancy standards required by law.**

- (2) Any substantial reduction in the provision of serves and facilities is deemed to be a breach of subsection (1).**

In review of the testimony and evidence provided, I find the Landlord has breached their obligation to maintain the premises in a state of good repair.

*Orders*

An order will be issue:

1. requiring the Landlord to repair or replace the hot water tank. The repair or replacement is to be completed on or before November 15, 2024 (p. 30(4)(a), (ss. 83(2));
2. requiring the Landlord to comply with their obligations to provide and maintain the rental premises in a good state of repair, fit for habitation and in compliance with all health, safety, maintenance and occupancy standards required by law, and must not breach that obligation again (p. 30(4)(a), p.30(4)(b) and ss. 83(2)); and
3. require the Landlord to apply a 20% credit of the current and future rents charged starting September 3, 2024 and each month there after until such time the repairs or replacement of the hot water tank have been done. Should the work not be completed by November 15, 2024, the Landlord is required to apply a 25% credit of the current and future rents charged until such time as the work has been completed (p. 30(4)(d), ss. 83(2)).

To clarify with respect to how part 3 affect the current tenancy and future rent. The abatement of rent is to be calculated on a daily basis. Starting September 3, 2024 and ending on the day the Landlord has completed the work ordered under part 1.

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Jerry Vanhantsaeme  
Rental Officer