

IN THE MATTER between **DB**, Applicant, and **INBTH**, 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, regarding a
rental premises located within the **town of Inuvik in the Northwest Territories**;

BETWEEN:

DB

Applicant/Tenant

-and-

INBTH

Respondent/Landlord

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 4, 2025
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	DB, the Applicant LN, representing the Respondent
<u>Date of Decision:</u>	June 4, 2025

REASONS FOR DECISION

An application to a rental officer made by DB as the Applicant/Tenant against INBTH as the Respondent/Landlord was filed by the Rental Office April 25, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The filed application was deemed served on the Respondent by email on May 9, 2025.

The Applicant reported that on February 3, 2025, they went out to start their vehicle, a fire started and they lost their vehicle in the fire. They were concerned that the fire was as a result of a fault in the electrical receptacle and the receptacle was replaced/repared prior to the cause of the fire being determined. They made repeated inquiries to determine if the outlets had been tested prior to their replacement without response. They didn't plug their other vehicle in because they were afraid to use the outlets.

A hearing was held on June 4, 2025, by three-way teleconference. The Applicant, DB, appeared at the hearing. LN appeared at the hearing representing the Respondent.

At the hearing, I asked the Applicant to clarify the remedy they were seeking. They explained that they had vacated the rental premises and were just seeking information on testing that was done to the electrical outlet prior to replacement.

Prior to the hearing, the Respondent provided to the Rental Office and the Applicant, a copy of the most recent tenancy agreement for the term March 1, 2025 to March 31, 2026, a copy of the Incident Report Summary from the Inuvik Fire Department and emails with the Applicant after the fire. The Applicant confirmed they had received this material.

The Respondent testified that according to the Fire Department's report, the fire was not as a result of the Landlord's equipment; the extension cord between the vehicle and the outdoor receptacle was damaged at the vehicle from the fire, but not at the receptacle where it was plugged in. The point of origin of the fire was determined to be within the engine compartment.

The Respondent also testified that after the fire, they asked for the Fire Department's report, reported the fire to their insurer and April 3, 2025, sent a copy to the Respondent by email. They also explained the Applicant's vehicle was plugged into the receptacle next to the vehicle (not in front), and they later replaced the receptacle in front of the Applicant's vehicle because it had melted as a result of the fire. No other work was required or carried out to the receptacle that the Applicant's vehicle was plugged into.

With the information provided and the Respondent's explanation, the Applicant stated they were satisfied, although they thought the information could have been provided by the Respondent sooner.

I explained that with this resolution, and the agreement of the parties, no order is justified nor would one be issued. I agreed to provide brief reasons.

Janice Laycock
Rental Officer