

IN THE MATTER between **FRANCIS MANDEVILLE**, Applicant, and **CHARLES SAYINE**, 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 the rental premises at **FORT RESOLUTION, NT**.

BETWEEN:

FRANCIS MANDEVILLE

Applicant/Tenant

- and -

CHARLES SAYINE

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 33(3)(c) and 34(2)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation in the amount of three hundred eleven dollars (\$311.00) for the loss of full enjoyment of the premises due to the respondent's interference with the supply of electricity.

DATED at the City of Yellowknife, in the Northwest Territories this 28th day of August, 2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **FRANCIS MANDEVILLE**, Applicant, and **CHARLES SAYINE**, 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.

BETWEEN:

FRANCIS MANDEVILLE

Applicant/Tenant

-and-

CHARLES SAYINE

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: August 19, 2008

Place of the Hearing: Fort Resolution, NT via teleconference

Appearances at Hearing: Francis Mandeville, applicant
Charles Sayine, respondent (appearing in Yellowknife)

Date of Decision: August 28, 2008

REASONS FOR DECISION

The applicant alleged that the respondent had deliberately interfered with the supply of electricity to the premises and sought an order requiring the respondent to not interfere with the electricity and to compensate her for the loss of full enjoyment of the premises. The applicant also alleged that she had undertaken repairs to the premises which were the responsibility of the respondent but stated that she sought no compensation for these repairs.

The tenancy agreement between the parties is verbal in nature. The parties agree that the tenant is obligated to pay for electricity during the term of the agreement and that the monthly rent is \$400. Although the applicant is responsible for the payment of electrical costs, the account for electricity has remained in the respondent's name. The applicant stated that the respondent never informed her of what the monthly electrical charges were or provided her with copies of the monthly bills. The respondent acknowledged that he often failed to convey this information to the applicant but stated that she always told him she was taking care of the bills through the bank.

The applicant stated that the respondent directed the NWT Power Corporation to disconnect the electricity to the premises and the service was discontinued on June 27, 2008. The applicant stated that she has been without electricity since that date. The respondent acknowledged directing the disconnection of the electrical service but defended his action, stating that the applicant owed him rent and had not been paying the electrical bills. The respondent provided a copy of the last electrical bill which indicated a balance owing in the amount of \$739.08.

The respondent stated that he had given up the ownership of the premises several weeks ago to the mortgagee, the NWT Housing Corporation. Correspondence to me from the NWT Housing Corporation confirms that a quitclaim was executed by the respondent on July 21, 2008. Therefore, the NWT Housing Corporation became the landlord immediately following the execution of the quitclaim.

Section 33 of the *Residential Tenancies Act* sets out electricity as a “vital service” and prohibits a landlord from interfering with it’s supply.

33.(1) In this section, "vital service" includes heat, fuel, electricity, gas, hot and cold water and any other public utility.

(2) No landlord shall, until the date the tenant vacates or abandons the rental premises,

(a) withhold or cause to be withheld the reasonable supply of a vital service that the landlord is obligated to supply under the tenancy agreement; or

(b) deliberately interfere with the supply of a vital service, whether or not the landlord is obligated to supply that service under the tenancy agreement.

By ordering the discontinuance of the electrical service the respondent is clearly in breach of section 33(2)(b). The respondent can not defend his actions based on the applicant’s failure to pay rent or electricity. Notwithstanding any breach by a tenant the deliberate interference

with the supply of a vital service is prohibited. The respondent may seek a remedy for tenant's breach through an application to a rental officer.

The respondent's actions have rendered the premises almost uninhabitable. Were it not for the summer season, the applicant would have been forced out of the premises. She has been deprived of the ability to cook or wash and has been without heat, light or water due to the respondent's action. In my opinion the respondent has deprived her of all the enjoyment of the premises except for basic shelter and a full abatement of the rent is reasonable compensation for her loss. However, the respondent ceased to be the landlord after the quitclaim was executed and is only responsible for compensation from June 27, 2008 to July 21, 2008 which I find to be \$311, calculated as follows:

June, 2008 - 3 days	\$40
July, 2008 - 21 days	<u>271</u>
Total	\$311

An order shall issue requiring the respondent to pay the applicant compensation in the amount of \$311. The respondent may file an application for rent arrears to July 21, 2008 and/or unpaid electrical costs should the applicant fail to pay these amounts. I am unable to order the NWT Housing Corporation to authorize the applicant to establish an account for electricity in her name as they are not a party to this application. However, it is my understanding that the NWT Housing Corporation intends to exercise their rights as landlord and will authorize the applicant to establish an account with the NWT Power Corporation. If they fail to provide such authorization, the applicant may file an application naming the NWT Housing Corporation as respondent.

Hal Logsdon
Rental Officer
