

IN THE MATTER between **DEBORAH WOTHERSPOON**, Applicant, and **PEARL SASNETT**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **FORT LIARD, NT.**

BETWEEN:

**DEBORAH WOTHERSPOON**

Applicant/Landlord

- and -

**PEARL SASNETT**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 28(b) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for failure to permit entry to the rental premises in the amount of one hundred eighty dollars (\$180.00).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant for the cost of utilities which were paid on her behalf in the amount of six hundred forty one dollars (\$641.00).
3. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the

applicant costs to replace a door knob in the amount of forty five dollars (\$45.00).

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of  
December, 2010.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **DEBORAH WOTHERSPOON**, Applicant, and **PEARL SASNETT**, 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:

**DEBORAH WOTHERSPOON**

Applicant/Landlord

-and-

**PEARL SASNETT**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 16, 2010

**Place of the Hearing:** Fort Liard, NT via teleconference

**Appearances at Hearing:** Deborah Wotherspoon, applicant  
Allan Wotherspoon, representing the applicant

**Date of Decision:** December 6, 2010

### **REASONS FOR DECISION**

This application was filed on August 26, 2010 and sought an order terminating the tenancy agreement in order to undertake repairs, an order requiring the respondent to pay compensation for interfering with the landlord's right to enter the rental premises and an order requiring the respondent to pay for utilities. The matter was originally scheduled to be heard on October 19, 2010 but was adjourned at the request of the applicant to November 4, 2010. The matter was adjourned again at the request of the applicant to November 16, 2010 and an application made by the respondent was scheduled to be heard at the same time. The respondent failed to appear at the November 16 hearing and the matter was heard in her absence.

The applicant stated that since the application was made the respondent had vacated the premises. The applicant stated that the respondent had left the premises on September 17, 2010. In addition to the utility costs and compensation sought in the applicant's original application, the applicant sought additional costs related to the repair of a door, replacement of two doorknobs, compensation for blocking a driveway, replacement costs for a water cooler and a flashlight and compensation for lost rent.

The tenancy agreement between the parties was oral in nature. The applicant testified that the respondent was responsible for 50% of the utility costs for the residential complex during the term of the agreement.

Utility costs

The applicant stated that the respondent had failed to pay for her share of the propane, water and electricity costs. The original invoices and an itemized list of charges and payments were provided in evidence. The applicant seeks costs for water and electricity of \$295 and costs for propane of \$346. I find the calculations in order and find the respondent in breach of her obligation to pay for these utilities.

Compensation for interference with entry

The applicant stated that she arranged for a contractor to install new windows in the premises and provided written notice to the respondent concerning their entry to the premises to do the work. The applicant stated that the respondent did not offer any alternative time to that proposed in her notice. The applicant stated that when the respondent returned home from work, she ejected the contractors from the premises. A letter from the contractor explained that two hours were lost due to the requirement to clean up the area and then set-up again later.

Section 26 of the *Residential Tenancies Act* permits a landlord to enter the rental premises to undertake repairs provided the proper notice is given. Unless the tenant objects to the hours in the notice and provides alternative reasonable hours, the landlord is entitled to enter. I find the respondent in breach of her obligation to permit the landlord's contractor to continue with the work outlined in the landlord's notice and find the compensation requested of \$180 to be reasonable.

The applicant also requested compensation of \$62.50 for having the respondent's car parked in the way of a gravel truck which was to supply gravel for the driveway. The applicant stated that she had notified the respondent that the gravel was to be delivered but the car was in the way when the truck arrived causing a delay of 30 minutes while the keys were located and the car moved. The invoice for the gravel and a time sheet were provided in evidence. There is no indication on either document that the labour charged was in any way connected with the waiting time to move the respondent's vehicle. The requested compensation of \$62.50 is denied.

Door and door knob repairs

The applicant stated that the respondent had "hounded her" to install a lock on the bedroom door which she did. The respondent apparently locked the door key (and her car key) in her bedroom and was unable to move her vehicle when the landlord requested she do so. The applicant stated that the respondent permitted her handyman in the premises to help her gain entry and he broke the door and knob. The applicant stated that the door could not be repaired and had to be replaced at a cost of \$310, including the knob.

The material filed by the respondent indicates clearly that the respondent was frightened by the handyman. She had requested on several occasions that he not be permitted in the vicinity of her premises. In my opinion, it is unlikely that the respondent would have voluntarily sought his assistance. The applicant stated that the respondent had planned to gain entry through a window. In my opinion, it is not unlikely that the applicant,

impatient because of the blocked driveway, insisted that the handyman gain entry to retrieve the keys to the vehicle. In any case, the applicant should have retained a copy of the key in case of an emergency. The reason why neither landlord or tenant are permitted to change locks without the other's permission is to ensure access for both parties. Given the circumstances, the applicant's request for relief is denied.

The applicant stated that the respondent failed to return the key when she vacated the premises requiring her to purchase and install another lock set. In my opinion, the \$45 cost of replacing the lock set is reasonable.

#### Compensation for lost rent

The application sought termination pursuant to section 59(i)(iii) of the *Residential Tenancies Act* seeking possession on November 30, 2010. When an application is made pursuant to this section, a tenant may terminate the tenancy agreement earlier by giving notice of at least five days and paying rent to that day. In her testimony, the applicant stated that "she (the respondent) actually said she planned on being out on the sixteenth and she didn't manage to get all her stuff out on the sixteenth". The rent was paid to September 17, 2010. Whether the full five days notice was provided is unclear but the applicant's claim for 30 days compensation is unreasonable and her testimony that she re-rented the premises at the end of October, 2010 casts some doubt on her intention to gain possession in order to carry out extensive repairs. The request for compensation for lost rent is denied.

Replacement of water cooler and flashlight

The applicant sought compensation of \$220 for a water cooler and flashlight she said she had loaned the respondent. These items do not appear to be part of the tenancy agreement between the parties. The compensation is therefore denied.

In summary I find the respondent liable for the following:

Utility payments which were paid on her behalf	\$641.00
Compensation for interfering with entry	\$180.00
Replacement of one door knob	\$45.00

An order shall issue requiring the respondent to pay the applicant for the above items.

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Hal Logsdon  
Rental Officer