

IN THE MATTER between **KARA SKIFFINGTON AND AARON GREENLAND**,
Tenants, and **EMILY ATKINSON**, Landlord;

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 **INUVIK, NT**.

BETWEEN:

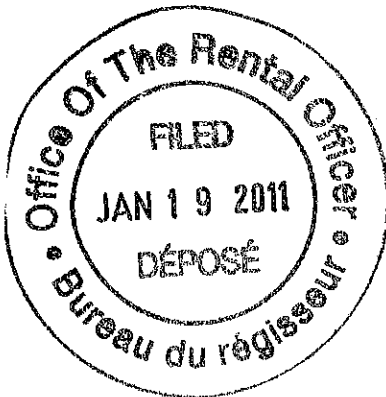
KARA SKIFFINGTON AND AARON GREENLAND

Tenants

- and -

EMILY ATKINSON

Landlord



ORDER

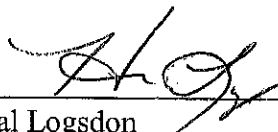
IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the tenants shall pay the landlord rent arrears in the amount of five thousand nine hundred fifty eight dollars and one cent (\$5958.01).
2. Pursuant to section 14.2(2)(a) of the *Residential Tenancies Act*, the tenants shall pay the landlord the remainder of the required security deposit in the amount of eight hundred fifty dollars (\$850.00).
3. Pursuant to section 30(4)(a) of the *Residential Tenancies Act*, the landlord shall comply with her obligation to maintain the rental premises in a good state of repair by performing

the following repairs:

- a) Replace the carpeting in the main bedroom.
- b) Clean the carpet in the upstairs bedroom that was affected by the leakage of glycol from the heating system.

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of January,
2011.



Hal Logsdon
Rental Officer

IN THE MATTER between **KARA SKIFFINGTON AND AARON GREENLAND**,
Tenants, and **EMILY ATKINSON**, Landlord.

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:

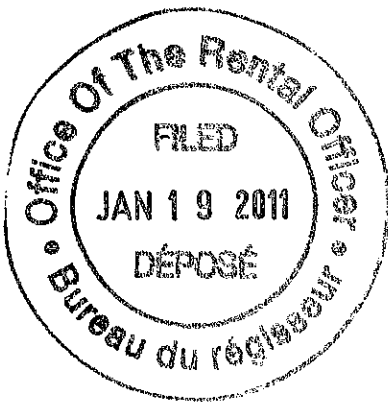
KARA SKIFFINGTON AND AARON GREENLAND

Tenants

-and-

EMILY ATKINSON

Landlord



REASONS FOR DECISION

<u>Date of the Hearing:</u>	January 7, 2011
<u>Place of the Hearing:</u>	Inuvik, NT via teleconference
<u>Appearances at Hearing:</u>	Kara Skiffington, tenant Emily Atkinson, landlord
<u>Date of Decision:</u>	January 19, 2011

REASONS FOR DECISION

The tenant, Kara Skiffington filed an application against Emily Atkinson on November 12, 2010 alleging that the landlord had breached the tenancy agreement by failing to maintain the premises. The tenant sought an order for compensation and termination of the tenancy agreement.

The landlord filed an application against Kara Skiffington and Aaron Greenland on November 18, 2010 alleging that the tenants had failed to pay rent, failed to pay the balance of the required security deposit and disturbed other tenants. The landlord sought an order requiring the tenants to pay the alleged rent arrears and the balance of the security deposit.

Both applications pertain to the same premises and the same tenancy agreement and were heard at a common hearing.

The parties agreed that a written tenancy agreement had been prepared between the landlord and Kara Skiffington and Aaron Greenland as joint tenants, but was not executed. The style of cause of this order shall reflect the joint tenants as indicated on that agreement.

The residential complex consists of a four unit, two story row house. The landlord occupies one of the units. All of the units are heated by a common heating system.

The parties agreed that the tenancy agreement commenced on September 27, 2010. The parties also agreed that the monthly rent for the premises was \$1700 and that heat was included in the rent. A security deposit of \$1700 was required.

The tenant testified that for the first two weeks of the tenancy, there was no heat on the top floor of the premises and that they were forced to sleep in the living room due to the low temperature in the upstairs bedrooms. The tenant stated that after advising the landlord, the heat was temporarily restored but a leak developed in the upstairs bedroom soaking part of the carpet. The landlord was again advised and a plumber attended the premises. The tenant stated that the liquid on the carpet turned out to be glycol from the heating system and for the following eight days there was no heat in the entire premises. The tenant stated that the plumber had indicated to her that the glycol had escaped from the heating system when the bleeder had not been properly shut.

The tenant also alleged that the carpet in the main bedroom was partially missing and part of the floor was covered only with underlay.

The tenant stated that there were numerous telephone jack boxes without covers and that wires were exposed, creating a hazard.

The tenant stated that at the commencement of the tenancy agreement she had to have a key cut at her own expense of \$3. She stated that she felt the landlord should provide keys to the tenants.

At a previous hearing involving other tenants in the residential complex, the landlord acknowledged that the heat and hot water in the complex had been interrupted in June, July and August, 2010 because she had not paid the gas bill. At that hearing she stated that the heat had been restored during the first week of September. The landlord disputed the lack of heat during the first two weeks of the tenancy but acknowledged she had not been in the premises herself. The landlord also disputed that there had been any disruption of heat in October, 2010 but acknowledged that her premises, contained in the same complex and served by the same boiler, had been "kind of cold". She also acknowledged that the carpet had been soaked with glycol. The landlord stated that she frequently saw windows open in the tenants' premises which could have caused a heating zone to freeze or simply caused the premises to be too cold.

The landlord acknowledged that the carpet was damaged and should have been replaced. Both parties agreed that the glycol soaked carpet could be restored to its original condition if it was cleaned.

The landlord disputed that there were any uncovered phone jack boxes with exposed wiring. She stated that she had inspected the premises before the tenancy agreement commenced but did not provide any inspection report.

The landlord alleged that since the tenancy agreement commenced, only one payment of \$650 had been made by the tenants for rent. That payment represented a prorated amount for September, 2010. A receipt was provided in evidence. The tenant stated that one other payment

of \$1700 had been made for October's rent but could not provide any evidence to support her claim.

The landlord stated that a security deposit of \$1700 was required but the tenants had paid only \$850. A receipt for \$850 was provided in evidence. The tenant did not dispute the allegation.

The landlord acknowledged that the tenants had to pay to have a key cut for the premises.

The landlord stated that she had received numerous complaints of noise and disturbance from other tenants but did not want the tenancy agreement terminated.

On the balance of probabilities, I believe that the upstairs heating zone in the tenants' premises became air-locked over the summer when the heat was shut off. Regardless of whether the tenants left windows open or not, I do not believe that a heating system containing glycol would freeze in late September/early October causing a lack of heat or ruptured pipes. The coldest temperature recorded during the first two weeks of the tenancy was -8.7C. A system with glycol added would not be subject to freezing at that temperature. I believe that the serviceman who attended to the system in early October failed to completely close the bleeder, causing the glycol escape and the subsequent heat failure for the entire premises.

I do not find sufficient evidence to conclude that the telephone jack boxes were not properly covered.

The landlord's testimony concerning the alleged disturbances was vague. I am unable to determine when the alleged disturbances occurred or their frequency. I do not find sufficient evidence to conclude that any significant disturbances occurred.

I find the landlord in breach of her obligation to maintain the premises. In my opinion, the following compensation is reasonable for the tenants' loss of full enjoyment during the two periods of heat loss.

A 25% abatement of three day's rent in September/10	\$45.50
A 25% abatement of eleven day's rent in October/10	150.81
A 50% abatement of eight day's rent in October/10	<u>219.36</u>
Total	\$415.67

The replacement of the master bedroom carpet and the cleaning of the glycol damaged carpet are the responsibility of the landlord. In my opinion an order requiring the landlord to replace the master bedroom carpet and to clean the glycol damaged carpet are sufficient and appropriate remedies.

The tenant's request for an order terminating the tenancy agreement is denied. The tenancy agreement is month-to-month and requires only the tenants' notice of 30 days to end the tenancy agreement at the end of any month. In my opinion, an order terminating the tenancy agreement at the request of the tenants would be appropriate if the tenancy were made for a longer term.

Despite the landlord's allegations, she was clear that she did not want the tenancy agreement terminated by order.

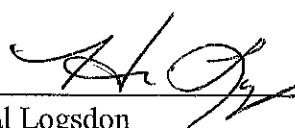
I find the tenants in breach of their obligation to pay rent and their obligation to provide the remainder of the required security deposit. The rent of \$650 charged for four days in September, 2010 (September 27 - 30) is not reasonable. I find the rent arrears to be \$6376.68 calculated as follows:

September 27-30, 2010	\$226.68
October - January (4 x \$1700)	6800.00
Payments	<u>(650.00)</u>
Total	\$6376.68

Deducting the key expense and the compensation from the rent arrears, I find rent owing the landlord of \$5958.01 calculated as follows:

Rent arrears	\$6376.68
Less key charges	(3.00)
Less compensation	<u>(415.67)</u>
Rent arrears due landlord	\$5958.01

An order shall issue requiring the tenants to pay the landlord rent arrears of \$5958.01 and the balance of the required security deposit in the amount of \$850. The landlord shall be ordered to replace the master bedroom carpet and to clean the carpet that was soaked with glycol.



Hal Logsdon
Rental Officer