

IN THE MATTER between **MEGHAN ETTER**, Applicant, and **BRAD JONES**,
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 **INUVIK, NT.**

BETWEEN:

MEGHAN ETTER

Applicant/Tenant

- and -

BRAD JONES

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 30(4)(d) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for the cost of electricity consumed while undertaking repairs to the rental premises in the amount of six hundred five dollars (\$605.00).

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of
November, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **MEGHAN ETTER**, Applicant, and **BRAD JONES**,
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:

MEGHAN ETTER

Applicant/Tenant

-and-

BRAD JONES

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: **October 27, 2011**

Place of the Hearing: **Yellowknife, NT via teleconference**

Appearances at Hearing: **Meghan Etter, applicant**

Date of Decision: **October 27, 2011**

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in his absence.

The applicant stated that the heating system failed in February, 2010 causing the premises to freeze. The applicant vacated the premises temporarily while the respondent made repairs to the heating system. Numerous electrical heaters were used to thaw the premises and provide temporary heat while the repairs were made. The electricity account was in the applicant's name and the tenancy agreement obligated the tenant to pay for electricity during the term of the agreement.

The invoice for electricity that was received for the period during which the repairs were undertaken was significantly higher than usual. The applicant stated that the landlord acknowledged his responsibility to pay for the excess consumption and agreed to compensate the applicant when the insurance claim was settled. Before the insurance was settled, the supplier threatened disconnection unless payment was received and the applicant paid the full amount. The applicant stated that the respondent indicated that he had received about \$800 for electricity from the insurance company but in April, 2011 refused to pay the promised compensation alleging that the full amount of the rent had not been paid.

The applicant sought compensation for the excess electricity used during the repair period. A

billing statement from the electrical supplier was provided in evidence.

This tenancy agreement was terminated on March 31, 2010 and the application was not made until September 22, 2011. The applicant sought leave to extend the six month limitation on the making of an application. In my opinion, the applicant had good reason to believe that this dispute would be resolved without recourse to legal action and it is reasonable to extend the limitation and determine the matter.

In my opinion compensation for the landlord's use of electricity is reasonable. Given the information provided, I calculate the difference between normal cost of electricity and the cost associated with the actual consumption to be \$605. I calculate that amount as follows:

- a) Actual cost of electricity during the 41 day billing cycle during which the repairs occurred - \$1179.11 or \$28.76/day.
- b) Daily cost of electricity during the billing period preceding the repairs - \$12.49/day.
- c) Daily cost of electricity during billing period immediately after the repairs - \$12.21/day.
- d) Taking into consideration that the billing period during which the repairs took place is somewhat colder and darker than the billing periods immediately before and after the repairs, I assume the daily cost of electricity should have been approximately \$14/day.
- e) Therefore the difference is $\$1179 - (41 \text{ days} \times \$14/\text{day}) = \$605$.

An order shall issue requiring the respondent to pay compensation to the applicant in the amount of \$605.

Hal Logsdon
Rental Officer