

IN THE MATTER between **Raymond Arnault**, Applicant, and **Harry Satdeo**,
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, **Adelle Guigon**, Deputy Rental Officer,
regarding a rental premises within **the town of Hay River in the Northwest Territories**.

BETWEEN:

RAYMOND ARNAULT

Applicant/Tenant

- and -

HARRY SATDEO

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 30(4)(a) and 83(2) of the *Residential Tenancies Act*, the landlord must comply with his obligation to maintain the rental premises in a good state of repair by compensating the tenant for failing to provide adequate lighting in the bathroom in the amount of \$100.00 (one hundred dollars)
2. Pursuant to sections 30(4)(a) and 83(2) of the *Residential Tenancies Act*, the landlord must comply with his obligation to ensure it complies with all health, safety and maintenance standards required by law by installing a functional smoke alarm in the rental premises.
3. Pursuant to section 30(4)((b) of the *Residential Tenancies Act*, the landlord must not breach his obligation to maintain the rental premises in a good state of repair and ensure it complies with all health, safety and maintenance standards required by law again.

4. Pursuant to section 33(3)(c) of the *Residential Tenancies Act*, the landlord must compensate the tenant for loss suffered as a direct result of interfering with the supply of heat to the rental premises in the amount of \$192.62 (one hundred ninety-two dollars sixty-two cents).
5. Pursuant to sections 39(2)(a) and 83(2) of the *Residential Tenancies Act*, the landlord must comply with his obligation to provide furnishings in the rental premises by stocking the rental premises with the following items which are currently missing:
 - (a) set of four plates, bowls, mugs, glasses, and cutlery;
 - (b) one of each small, medium, and large pots with lids;
 - (c) one of each roaster pan, frying pan, baking sheet, and cutting board;
 - (d) set of kitchen utensils and knives, and one can opener;
 - (e) four of each dish towels and dish rags;
 - (f) one of each broom, dustpan, mop, bucket, and vacuum;
 - (g) two sets of bed sheets with pillow cases
 - (h) two blankets or duvets; and
 - (I) one television set.
6. Pursuant to sections 32(1) and 83(2) of the *Residential Tenancies Act*, if the landlord does not satisfy the conditions of paragraphs 2 and 5 of this order by December 31, 2015, the tenant may pay his rent for January 2016 and each month thereafter to the rental officer until such time as the conditions of paragraphs 2 and 5 are met.

DATED at the City of Yellowknife in the Northwest Territories this 13th day of November 2015.

Adelle Guigon
Deputy Rental Officer

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R-5 (the "Act");

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BETWEEN:

RAYMOND ARNAULT

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HARRY SATDEO

Respondent/Landlord

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 8, 2015
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories, by teleconference
<u>Appearances at Hearing:</u>	Raymond Arnault, applicant Blaine Maillet, representing the respondent
<u>Date of Decision:</u>	November 12, 2015

REASONS FOR DECISION

An application to a rental officer made by Raymond Arnault as the applicant/tenant against Harry Satdeo as the respondent/landlord was filed by the Rental Office June 15, 2015. The application was made regarding a residential tenancy agreement for the rental premises known as #1002, 3 Capital Drive, in Hay River, Northwest Territories. The applicant personally served a copy of the filed application on the respondent July 7, 2015.

The applicant alleged the respondent had failed to comply with his obligation to maintain the rental premises in accordance with the *Residential Tenancies Act* (the Act) by not providing a working smoke detector, not properly provisioning the unit with supplies, and not repairing the light fixture in the bathroom. An order was sought for compensation and repairs. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for October 8, 2015, by teleconference. Mr. Raymond Arnault appeared as applicant. Mr. Blaine Maillet appeared representing the respondent.

Tenancy agreement

The parties agreed that a verbal tenancy agreement had been entered into between Mr. Arnault and Mr. Satdeo commencing in January 2015. The rent was set at \$1,500 for a furnished apartment, including heat and basic cable, but not including electricity. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the Act.

Smoke detector

The tenant testified that the smoke detector in the rental premises has not worked throughout his tenancy. He notified the landlord repeatedly about the problem, yet it still remains non-functioning. Mr. Maillet, the landlord's on-site manager, could not dispute that the smoke detector was non-functioning and had not been informed by the landlord that it required repair. He agreed this was a safety issue and would be resolved immediately.

Section 30(1)(b) of the Act requires a landlord to ensure the rental premises and all services and facilities comply with all safety standards required by law. Section 30(6) of the Act requires the landlord to remedy defects within 10 days of being notified by the tenant. I am satisfied the tenant notified the landlord repeatedly since moving in of the defective smoke detector. I find the landlord has failed to comply with this obligations by not ensuring the smoke detector was working and not repairing the smoke detector within 10 days of being notified it was defective.

Bathroom light fixture

In June the landlord arranged for the bathroom vanity to be replaced. During that time the light fixture was removed as well. While the vanity was replaced, the light fixture was not, and the tenant suffered without any lighting in the bathroom until a new light fixture was installed in September. The tenant repeatedly requested the light fixture be repaired during the four month period before it finally was. Mr. Maillet did not dispute this claim.

Section 30(1)(a) of the Act requires a landlord to maintain the rental premises in a good state of repair. Section 30(6) of the Act requires the landlord to effect repairs within 10 days of being notified by the tenant. I am satisfied the landlord did not effect the necessary repairs within 10 days of being notified by the tenant. I find the landlord has failed to comply with his obligations by not repairing the bathroom light fixture in a timely manner.

Withholding heat

The tenant testified that the landlord turned the furnace (boiler) to the residential complex off in May and would not turn it back on. While the ground temperature was improving by that point, the apartments at altitude still suffered from lower temperatures and windchills throughout the spring, summer, and fall months, as well as significant overnight drops in temperature throughout. As a consequence, the tenant was forced to use his oven to heat his home to an adequate level to be comfortable. This necessary action resulted in significantly increased electricity bills. The tenant provided a statement of his electricity account showing his electrical consumption from January to September which supports his claim of an unreasonable increase during the months of May to September. A review of recorded weather patterns for the months of

May through September in Hay River supports the tenant's argument that the temperature varied significantly between daytime highs and nighttime lows, which would have necessitated a functioning heat source to maintain comfort levels. Mr. Maillet did not dispute that one of the boilers had been turned off during the time period indicated, stating he was instructed to turn it off when the daytime temperatures reached 10 to 15 degrees.

Section 33 of the Act prohibits a landlord from withholding, causing to withhold, or interfering with the supply of vital services. Vital services are defined as including heat. I am satisfied that the landlord has interfered with the supply of heat to the tenant's rental premises by turning off the furnace during the months of May through September. I find the landlord liable to compensate the tenant for losses suffered in the form of increased electricity bills. Based on calculating the average kilowatt hours per day the average apartment-dweller can be expected to use during the summer months, it appears the tenant's electricity bills for May, August, and September experienced increases of 41 percent, 58 percent, and 35 percent, respectively. The landlord will be required to compensate the tenant for those percentages in the total amount of \$192.62.

Furnishings

The tenant complained that the rental premises – which is a two-bedroom apartment – had not been stocked with an adequate supply of kitchen dishes, cleaning equipment, blankets, or furniture. Specifically:

- in the kitchen he was provided with two small pots and mis-matched lids, no roaster, no frying pan, no dish towels or dish rags, two cups, three forks, no butcher knife, no can opener, and no teapot
- no broom, dustpan, mop, bucket, or vacuum
- no TV stand and no TV

Mr. Maillet could not dispute these allegations, claiming he was not fully aware of the extent of missing items. He confirmed each furnished apartment should have been supplied with: place settings for four, some dishtowels and rags, a set of pots and pans, a roaster, cutlery for four, and utensils; cleaning supplies; and a TV. He indicated that most apartments were not supplied with a dedicated television stand but were supplied with a coffee table and end tables, one of the end tables being used to stand the television on. Mr. Maillet confirmed that the TV the tenant was originally provided no longer worked and was removed from the rental premises, however, the tenant had obtained his own TV. The tenant confirmed that he did currently have a TV, but it was borrowed from a friend who was expecting its return. Mr. Maillet further confirmed that there should be two blankets or duvets and sheets for the tenant's rental premises, there being two bedrooms and two beds. Mr. Maillet indicated that the landlord has a 'kit' of provisions for furnished apartments, which he would be happy to provide to the tenant.

Mr. Maillet was tasked with providing an inventory list of the 'kit' contents to me. He failed to do so and, since the tenancy agreement between the parties is verbal, I must determine adequate and reasonable provisions for a furnished apartment. The parties agreed to the following:

- plates, bowls, mugs, glasses, forks, knives, spoons for four;
- small, medium, and large pots with lids;
- dish towels and rags;
- broom, dustpan, mop, and bucket;
- two sets of bed sheets with pillow cases;
- two blankets or duvets;
- television.

To my mind, additional reasonable provisions include:

- frying pan;
- roaster;
- baking sheet;
- cutting board;
- set of kitchen knives;
- stirring spoon, serving spoon, ladle, whisk, and spatula;
- can opener;
- vacuum.

I am not satisfied a dedicated television stand is a necessary component when the end table will do the job adequately. The tenant had questioned why he was not provided with satellite television when it appears other tenants are, but Mr. Maillet explained that the satellite television was provided to the other tenants as an option at an additional cost. If the tenant wishes to receive satellite television he may make those arrangements with the landlord at the additional cost.

Other items were identified in a list of complaints provided by the tenant after the hearing, but as they were not addressed at hearing and the landlord was not given fair opportunity to respond to them, I am not prepared to consider them in this order.

Orders

An order will issue requiring the landlord to comply with his various obligations, to install a functioning smoke alarm in the rental premises, to compensate the tenant in the amounts of \$100 for having no bathroom light fixture and \$192.62 for increased electricity costs due to interfering with the supply of heat, and to stock the rental premises with furnishings as listed in the order.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Written inventory from applicant dated October 14, 2015

Exhibit 2: Service account summary report for applicant's electricity account