

IN THE MATTER between **CHASITY KUZMICZ**, Applicant, and **BISON HOLDINGS LTD.**, 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 **YELLOWKNIFE, NT.**

BETWEEN:

CHASITY KUZMICZ

Applicant/Tenant

- and -

BISON HOLDINGS LTD.

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 30(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with their obligation to repair the water damage to the rental premises as soon as is practical or relocate the respondent to equivalent premises at the same rent and pay for reasonable moving costs.
2. Pursuant to section 30(4)(d) of the *Residential Tenancies Act*, the respondent shall compensate the applicant for damages to personal property and loss of enjoyment of the rental premises in the amount of one hundred dollars (\$100.00). The compensation may be paid in the form of a rent credit.

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of May, 2002.

Hal Logsdon
Rental Officer

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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:

CHASITY KUZMICZ

Applicant/Tenant

-and-

BISON HOLDINGS LTD.

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 15, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Chasity Kuzmicz, representing the applicant
Yvonne Pokiak, representing the respondent

Date of Decision: May 15, 2002

REASONS FOR DECISION

The applicant alleged that the respondent had failed to maintain the rental premises in a good state of repair and sought an order requiring the respondent to repair the premises and provide compensation for loss of full enjoyment of the premises. The applicant testified that throughout the Spring of 2002, there has been water leakage into the apartment, particularly around windows and doors and ceiling surfaces. She indicated that the water had damaged the wall and ceiling surfaces and the carpet. She indicated that the continual water infiltration had been a significant inconvenience and had also damaged a duvet. She stated that she had notified the respondent of the problem but was told there was nothing that could be done.

The respondent stated that there had been considerable water infiltration in the building, particularly affecting the suites on the top floor. She stated that they intended to repair the affected premises but were unable to commence work until the thaw had run its course. The respondent indicated that they were expecting some vacancies in the near future and would be willing to move the applicant to a similar suite in good condition at their expense. The applicant stated that she would be willing to either relocate or have her premises repaired.

In my opinion, although responsible to repair the premises, the landlord can not undertake effective repairs until the water infiltration has subsided. In my opinion, the offer to relocate the applicant at the landlord's expense is a reasonable solution, should a vacancy occur in the near future. If not, the respondent should repair the premises as soon as it is practical.

In the matter of compensation, I am satisfied that the water infiltration has caused some damage to the personal effects of the applicant and caused her some loss of enjoyment of the premises. In my opinion, reasonable compensation is \$100.

An order shall be issued for the respondent to either repair the water damage to the premises as soon as practical or relocate the applicant to another suite at the respondent's expense. In addition the respondent shall also pay compensation to the applicant in the amount of \$100 which may be paid in the form of a rent credit.

Hal Logsdon
Rental Officer