

IN THE MATTER between **DAVID RADCLIFFE**, Applicant, and **SA-CHO DEVELOPMENTS LIMITED**, 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:

**DAVID RADCLIFFE**

Applicant/Tenant

- and -

**SA-CHO DEVELOPMENTS LIMITED**

Respondent/Landlord

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 33(3)(a) of the *Residential Tenancies Act*, the respondent shall not withhold or restrict the supply of water to the premises of the applicant.
2. Pursuant to section 30(4)(a) of the *Residential Tenancies Act*, the respondent shall perform the following repairs to the residential complex and rental premises of the applicant prior to July 15, 2002:
  - a) Repair or replace refrigerator/stove unit to ensure proper operation of freezer compartment and stove burners.
  - b) Replace kitchen sink trap to eliminate leakage and ensure proper drainage.

- c) Replace floor covering in bedroom with new carpet or other acceptable flooring product.
- d) Ensure all opening windows in premises have screening in good condition.
- e) Paint bedroom ceiling to cover water stains.
- f) Relocate switch for outside landing light to ensure access by applicant.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of June,  
2002.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**DAVID RADCLIFFE**

Applicant/Tenant

-and-

**SA-CHO DEVELOPMENTS LIMITED**

Respondent/Landlord

**REASONS FOR DECISION**

**Date of the Hearing:** June 11, 2002

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

**Appearances at Hearing:** David Radcliffe, applicant  
Shawnette McNeil, representing the respondent

**Date of Decision:** June 14, 2002

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to undertake repairs to the premises and residential complex and by failing to provide an adequate amount of water to the premises. The applicant sought an order requiring the respondent to undertake a number of repairs and to provide an adequate supply of water. The applicant provided a copy of a letter to the respondent dated May 9, 2002 requesting specific repairs. The applicant indicated that the respondent had taken no action except to provide some fill around the mailbox area. The applicant also indicated that the premises had been without water on several occasions and that the landlord objected to the supply of additional water.

The respondent's representative indicated that she had recently taken over the management of the building and intended to inspect the premises and complete necessary repairs in the near future. She also testified that as well as the three regular water deliveries per week, the landlord had arranged for additional deliveries which permitted the consumption of 5400 gallons per month for the three premises and office. She indicated that, in her opinion, this was a reasonable amount of water to satisfy the landlord's obligation.

The rental officer adjourned the hearing in order to inspect the premises. The inspection was conducted with both parties on June 13, 2002. The rental officer's observations, which were presented to the parties on June 14, 2002 were as follows:

1. The refrigerator/stove unit does not have a door on the freezer compartment. Consequently, the freezer does not operate properly. One burner on the stove does not work properly. The unit should be repaired or replaced in order to ensure proper operation of all burners and the refrigerator/freezer unit.
2. The trap for the kitchen sink leaks. The ABS trap section should be replaced and installed to prevent leakage.
3. The bedroom carpeting is covered with several throw rugs owned by the tenant. It was difficult to ascertain the condition of the carpet or the flooring below but the carpet is very old and stained. The area is quite small. The floor covering should be replaced with suitable carpeting or other flooring material.
4. The front door was reported to be out of adjustment. At the time of the inspection, it appeared to operate well and created a reasonable seal between door and jamb. No repairs are required.
5. The tenant reported that the front door lock was prone to freezing. The unit is a standard key-in-knob unit in reasonable condition. In my opinion, there is no fault with the locking mechanism and no repairs are required. This is a common problem when humidity levels in the premises are high and outdoor temperatures are low. A small amount of methyl alcohol kept by the entry is most likely the best solution. No

repairs are required.

6. Several windows lack screens. Screens should be supplied and installed.
7. The baseboard radiator in the bedroom is controlled in the adjacent apartment. This is not an uncommon problem in older buildings with hydronic heating that have been repeatedly renovated or converted to rental accommodation. Unfortunately, the remedy for the problem is often difficult as the heating zone piping must be rerouted. This may not be feasible, depending on the installation. In my opinion, it is not reasonable to expect the landlord to undertake this work as the condition does not render the premises unfit for habitation and is not a repair issue.
8. There are water stains on the bedroom ceiling. The landlord advises that roof repairs were recently completed. Assuming the water infiltration problem has been remedied, the bedroom ceiling should be repainted.
9. The outside light is controlled by a switch in the downstairs apartment. The light switch should be relocated so as to be accessible to the tenant.
10. The tenant reported that service wiring was too close to the landing and presented a hazard. The wires in question are cable TV and telephone and in my opinion present no hazard. No repairs are necessary.

11. The tenant requested that the outside areas around the complex be cleaned up. I found the front of the complex to be in reasonable condition. There are areas to the side and in back of the complex where a certain amount of junk is stored. Those areas, however, are not in plain view and, in my opinion, not unsightly in the context of surrounding properties. No action is required.

The rental officer's inspection report was provided to both parties who agreed with the observations and conclusions.

In my opinion the respondent is responsible for repairing the items in accordance with the rental officer's inspection report. In my opinion, these are relatively minor repairs and should be completed by July 15, 2002.

The provision of water is the responsibility of the landlord. The complex is composed of three rental premises and an office all served by a single water tank with a capacity of approximately 635 gallons. There is no metering system to determine how much water is being consumed by each unit or the office. Based on information provided by the respondent and obtained from the City of Yellowknife, it appears that, on average the residential complex is supplied with approximately 5400 gallons each month. Ignoring the consumption of the office space, this amounts to about 1800 gallons/month/unit. Assuming that the 5400 gallons were evenly distributed among the three rental premises, this could be considered a reasonable supply. Unfortunately, there is no way of determining if this is the case. If one tenant uses a lot of water,

the others will not have an adequate supply. In my opinion, the responsibility of the landlord is to supply each tenant with a reasonable supply, not to provide a reasonable supply to the building and expect tenants to somehow manage the distribution themselves. In my opinion, given the present water system in the complex, any restrictions placed on the applicant's supply of water or charges for additional deliveries are unwarranted and constitute a breach of the Act.

An order shall be issued for the respondent to undertake repairs before July 15, 2002 and to not withhold or restrict the supply of water to the applicant's rental premises.

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Hal Logsdon  
Rental Officer