

IN THE MATTER between **PATRICK WOLKI**, Applicant, and **TALAL KHATIB**,
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 **INUVIK, NT**.

BETWEEN:

PATRICK WOLKI

Applicant/Tenant

- and -

TALAL KHATIB

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 34(2)(c) and 83(2) of the *Residential Tenancies Act*, 902754 NWT Ltd. shall compensate the applicant for loss of full enjoyment of the rental premises in the amount of one thousand four hundred twenty dollars (\$1420.00). The compensation shall be provided in the form of a rent credit to the applicant's rent account.

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of
February, 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
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AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

PATRICK WOLKI

Applicant/Tenant

-and-

TALAL KHATIB

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: February 12, 2002

Place of the Hearing: Inuvik, NT via videoconference

Appearances at Hearing: Winnie Wolki, representing the applicant

Date of Decision: February 12, 2002

REASONS FOR DECISION

The respondent was served with a notice of attendance by registered mail which was mailed on January 28, 2002. The respondent failed to appear at the hearing and the hearing was held in his absence.

The applicant alleged that the rental premises were without any water from November 13, 2001 to December 15, 2001. The applicant testified that they notified the landlord of the problem on or about November 13, 2001 and later notified the Environmental Health Officer. The applicant contacted the rental officer and later filed an application on December 10, 2001.

The applicant testified that during the period they were without water they could not wash or flush the toilet and had to use the water from neighbours' apartments. The applicant was unsure of the nature of the problem which disrupted the services but investigation by the rental officer indicates that it was not a problem with the municipal system.

It is the obligation of the landlord to ensure the rental premises are fit for habitation. In my opinion, rental premises with no water facilities are not habitable. I am surprised that the respondent was able to continue to live in the premises without this essential service. There is no evidence to suggest that the landlord deliberately interfered with the provision of water but in my opinion, he certainly breached his obligation to maintain the premises and caused the tenant's complete loss of enjoyment of the premises. In my opinion, reasonable compensation is 100%

abatement of the rent for the period the water was interrupted. I find that period to be 32 days. At a rental rate of \$1350/month, reasonable compensation would be \$1420.

I note that the application was made against the director of the company which manages the property. The order shall be made against the company, 902754 NWT Ltd. The property is managed in that name.

An order shall be issued for 902754 NWT Ltd. to pay compensation to the applicant in the amount of \$1420. The compensation shall be paid in the form of a rent credit in favour of the applicant.

Hal Logsdon
Rental Officer