

IN THE MATTER between **EILEEN ROGERS**, Applicant, and **902754 NWT 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 **INUVIK, NT**.

BETWEEN:

EILEEN ROGERS

Applicant/Tenant

- and -

902754 NWT LIMITED

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 maintain the rental premises known as 25 Inuit Road, Inuvik, NT by completing the following repairs:
 - a) Replace all damaged or lifting tiles in the kitchen.
 - b) Repair, patch and paint all wall and ceiling surfaces in the premises.
 - c) Replace missing cabinet doors and drawer fronts in kitchen.
 - d) Repair oven to ensure full operation.
 - e) Replace subfloor and finish floor in upstairs bathroom.
 - f) Provide fire extinguisher(s) in accordance with fire code.

- g) Repair or replace front storm door.
2. Pursuant to section 40(2) of the *Residential Tenancies Act*, the respondent shall install an adequate locking device on the front entrance and provide keys to the applicant.

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of April,
2002.

Hal Logsdon
Rental Officer

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BETWEEN:

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REASONS FOR DECISION

Date of the Hearing: April 4, 2002

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Eileen Rogers, applicant

Date of Decision: April 4, 2002

REASONS FOR DECISION

The respondent was served with a Notice of Attendance by registered mail sent on March 19, 2002 but failed to appear at the hearing. The hearing was held in their absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to maintain the rental premises in a good state of repair and fit for habitation. The applicant sought an order requiring the respondent to comply with the obligation by undertaking certain repairs and to provide compensation for loss of full enjoyment of the premises.

The applicant provided two notices to the landlord dated July 10, 2001 and January 6, 2002, outlining specific repairs which were required. The applicant testified that except for the replacement of the refrigerator, none of the repairs had been completed. She also testified that all of the repairs were required when she took occupancy of the premises in the fall of 1999 and that none of the damages were the result of her negligence.

The applicant also alleged that the respondent had never provided keys to the premises and that she was unable to adequately secure the premises from unauthorized entry.

The rental officer inspected the premises on April 3, 2002 and noted the following problems:

1. The floor tiles in the kitchen are broken or lifting. Damaged or loose tiles require replacement.
2. The wall and ceiling surfaces are in very poor condition. There is a large hole by the main

entrance and another in the upstairs bedroom. There are numerous chips, stains and other defects on both wall and ceiling surfaces. All wall and ceiling surfaces require patching and painting.

3. Several kitchen cabinet fronts and drawer fronts are missing. Missing cabinet and drawer fronts require replacement.
4. The lower element in the oven is not functioning. Oven requires repair.
5. The tiles on the bathroom floor are almost completely missing. Subfloor is water marked. The subfloor and finish floor require replacement
6. There is no fire extinguisher in the premises. A properly certified extinguisher is required.
7. The front storm door is damaged. The storm door requires repair or replacement

I accept the testimony of the applicant and find that the respondent has breached the tenancy agreement by failing to maintain the premises in a state of good repair and by failing to provide an adequate locking mechanism on the entry door. An order shall be issued for the respondent to comply with their obligations by undertaking specific repairs to the premises and installing an adequate lock on the entry door.

In the matter of compensation, I note that the respondent is in arrears of rent and that the respondent has obtained an order requiring her to pay the rent in installments. In my opinion, given the arrears, compensation is not necessary.

Hal Logsdon
Rental Officer