

IN THE MATTER between **JOSEE BELLEMARE**, Applicant, and **ERIC BOETTGER AND LOUISE BOETTGER C/O BECKETT BUSINESS SERVICES**, Respondents;

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:

JOSEE BELLEMARE

Applicant/Tenant

- and -

ERIC BOETTGER AND LOUISE BOETTGER C/O BECKETT BUSINESS SERVICES

Respondents/Landlords

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of April, 2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **JOSEE BELLEMARE**, Applicant, and **ERIC BOETTGER AND LOUISE BOETTGER C/O BECKETT BUSINESS SERVICES**, Respondents.

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:

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-and-

ERIC BOETTGER AND LOUISE BOETTGER C/O BECKETT BUSINESS SERVICES

Respondents/Landlords

REASONS FOR DECISION

Date of the Hearing: April 3, 2002

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Josee Bellemare, applicant
Maureen Bernard, witness for the applicant
Dave Kaufman, representing the respondent

Date of Decision: April 3, 2002

REASONS FOR DECISION

The applicant testified that pipes had burst in the rental premises. The applicant promptly contracted a plumber to repair the damage and paid the costs of repair which were \$229.19. The damage to the pipes was caused by freezing which was caused by the infiltration of cold air between the door and the door frame and sill. The respondent contracted a contractor to repair the door and demanded that the applicant pay the bill of \$112.50. The applicant sought an order for the respondent to compensate her for the plumbing repairs and requiring the respondent to pay for the door repairs.

The respondent testified that the door frame had been broken and that the freezing of the pipes was the direct result of cold air infiltration from the damaged front door and the closure of an interior door which allowed the temperature to drop below freezing. He noted that he was unaware of the damage to the front door as the applicant had not provided any notification of the problem until after the pipes burst.

Neither the applicant or her roommate, who testified at the hearing, was aware of how the damage to the door had occurred. Both testified that they did not report the problems with the door to the landlord until after the pipes burst because they did not believe the landlord would take any action to repair the problem. The applicant indicated that she did not recognize that the cold air might lead to the pipes freezing but was aware of significant cold air infiltration and closed the interior door to prevent the drafts from entering the rest of the premises.

Section 30 outlines a landlord's responsibility to maintain rental premises in a state of good repair. That section also requires a tenant to inform the landlord of needed repairs.

"A tenant shall give reasonable notice to the landlord of any substantial breach of the obligation imposed by subsection (1) that comes to the attention of the tenant."

The consequences of significant air infiltration close to heating or water supply pipes in the winter months should be obvious. Regardless of past inattention to repair requests by a landlord, a tenant still has an obligation to inform the landlord of problems. In this case, the respondent could not have known about the door problem in time to prevent the freezing unless the applicant provided notification of the difficulty. The pipe damage which resulted is a direct consequence and in my opinion, the costs of repairs is the applicant's responsibility.

In the matter of the damages to the door, I find no evidence that the damages were caused by the tenant or persons permitted on the premises by the tenant. Neither the tenant or her roommate appear to know how the damages to the door occurred. It was speculated by both parties that an forced entry may have been attempted. That being the case, there is no indication that such an attempt was made by the tenant. In my opinion, the respondents are responsible for the door repairs. As the respondents contracted the repairs and the invoice is in their name, I see no need to issue an order for the respondents to pay it.

The application is therefore dismissed.

Hal Logsdon
Rental Officer