

IN THE MATTER between **EILEEN ANN JONES**, Applicant, and **F&S ENTERPRISES**, 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 **NORMAN WELLS, NT**.

BETWEEN:

**EILEEN ANN JONES**

Applicant/Tenant

- and -

**F&S ENTERPRISES**

Respondent/Landlord

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 30(4)(a) of the *Residential Tenancies Act*, the respondent shall make repairs to the rental premises as outlined in Schedule A. The repairs shall be completed on or before February 28, 2003.
2. Pursuant to section 30(4)(d) of the *Residential Tenancies Act*, the respondent shall pay compensation to the applicant for loss of full enjoyment of the rental premises in the form of a rent credit in the amount of \$560.

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of December, 2002.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**EILEEN ANN JONES**

Applicant/Tenant

-and-

**F&S ENTERPRISES**

Respondent/Landlord

**REASONS FOR DECISION**

**Date of the Hearing:** December 18, 2002

**Place of the Hearing:** Norman Wells, NT

**Appearances at Hearing:** Eileen Ann Jones, applicant  
Lee Smith, representing the respondent

**Date of Decision:** December 20, 2002

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to maintain the rental premises in a state of good repair and sought an order requiring the respondent to make certain repairs and to compensate her for loss of full enjoyment of the rental premises.

The applicant sent a notice to the landlord's agent on September 24, 2002 requesting a number of repairs to the premises. The applicant noted that the requirement for most of the repairs mentioned in the notice were previously acknowledged by the landlord in an inspection report, signed by both parties on September 9, 2000. The applicant also provided several photographs showing areas of required repair mentioned in the notice. The applicant stated that the landlord had not attended to any of the requested repairs which included:

1. The replacement of missing fire extinguisher..
2. Replacement of wall tiles and baseboards in the bathroom.
3. Repair of front steps (treads and handrails).
4. Repair of fence.
5. Replace rear deck railing.
6. Repair furnace humidifier.
7. Replace laundry light cover.
8. Repair hinges on the front storm door.
9. Repair loose shingles on the roof.

The applicant also testified that she had slipped and fallen from the front steps on October 25, 2002 sustaining injury. She attributed the fall to the condition of the stairs.

The applicant felt that reasonable compensation would be the abatement of two months rent or \$1600.

The respondent acknowledged that two treads on the front stairs were missing and that there were no handrails. He stated that in his opinion, the handrails were not required by code. The respondent indicated that part of the porch railing had been removed to facilitate the moving of furniture. He also acknowledged that there were no fire extinguishers in the premises and that the humidifier had never operated. He indicated that furnace humidifiers are not particularly effective and that replacements may not be available. He also considered the repair of the fence unnecessary. The respondent claimed that the door was carelessly opened by the applicant during a heavy wind causing damage to the hinges. He considered the repair to the damage to be the responsibility of the tenant. He stated that the shingles had been replaced and that there was no evidence of infiltration or leakage and that the cover for the laundry room light was probably unavailable. The respondent produced an agreement between the landlord and applicant, signed by the applicant, which stated in part, "Eileen has also agreed to remove the tiles from the bathroom wall and scrape off glue and refinish wall for the sum of \$50.00."

In my opinion, the respondent has failed to make certain repairs which are clearly the obligation of the landlord in the written tenancy agreement between the parties. The applicant made the

respondent aware of the required repairs in the notice but the respondent was obviously aware of most of the problems at the commencement of the tenancy, as indicated by the notations on the September, 2000 inspection report. The breach has been a longstanding one. The following are my findings concerning the specific allegations of the applicant.

1. The parties agree that there are no fire extinguishers on the premises. The respondent is responsible for the provision of extinguishers in accordance with local requirements.
2. There is no evidence to suggest that the bathroom wall finish was damaged or required repair. The replacement of the finish appears to be a cosmetic item which the applicant agreed to do for compensation. In my opinion, this is the responsibility of the applicant.
3. The front steps are clearly in disrepair and in my opinion, constitute a hazard and a substantial breach of the landlord's obligation to repair. The landlord has been aware of the problem since September 2000 as indicated by the condition report. Two treads are missing and there are no handrails. The respondent is responsible for the repair of missing or damaged treads and other structural members and to ensure that handrails and guards required by section 9.8 of the *National Building Code* are installed.

4. I am unable to ascertain from the evidence what sort of fence repairs are required.  
The parties acknowledged that some type of repairs were needed in the September, 2000 inspection report. In my opinion, the repair of the fence is the landlord's responsibility but I am unable to specify in an order what repairs are necessary.
  
5. The parties acknowledge that part of the rear deck railing is missing. The landlord is responsible for the replacement of the railing in accordance with the *National Building Code*.
  
6. Despite the fact that the humidifier was inoperative at the beginning of the tenancy, it was nevertheless a facility which was provided by the landlord. The landlord, therefore has an obligation to repair it. Drum type humidifiers are still available. The landlord is responsible for the repair or replacement of the humidifier.
  
7. The parties acknowledge that the laundry light cover is missing. The landlord is responsible for the replacement of the cover or fixture as necessary.
  
8. Both parties acknowledge that the storm door was damaged when it was opened during a strong wind, damaging the hinges. In my opinion, this does not constitute negligence but is normal wear and tear and the landlords responsibility to repair. The landlord is responsible for necessary repairs to the storm door to ensure proper operation.

9. There is no evidence to support the claim of damage to the shingles. There does not appear to be any infiltration or leakage.

In my opinion, with the exception of the dilapidated stairs, the required repairs are relatively minor and did not cause the tenant major loss of enjoyment. The stairs however, represent a significant hazard. It is surprising that the landlord, having known about the problem for over two years, and obviously recognizing the potential liability which the stairs present, has failed to repair them. In my opinion reasonable compensation for loss of enjoyment of the premises is \$560, which represents \$20/month abatement of rent for each month since the landlord acknowledged most of the repairs were necessary as evidenced by the September, 2000 inspection report. The compensation shall be paid in the form of a rent credit.

An order shall be issued requiring the respondent to undertake repairs to the rental premises as per Schedule A to the order and to provide compensation to the applicant in the form of a rent credit in the amount of \$560. The repairs shall be completed on or before February 28, 2003.

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Hal Logsdon  
Rental Officer