

IN THE MATTER between **ANDREA BENNINGTON**, Applicant, and **DELIA NITU**, 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:

**ANDREA BENNINGTON**

Applicant/Tenant

- and -

**DELIA NITU**

Respondent/Landlord

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 18(5) of the *Residential Tenancies Act*, the respondent shall return a portion of the retained security deposit to the applicant in the amount of three hundred fifty dollars (\$350.00).

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of November, 2004.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **ANDREA BENNINGTON**, Applicant, and **DELIA NITU**, 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.

BETWEEN:

**ANDREA BENNINGTON**

Applicant/Tenant

-and-

**DELIA NITU**

Respondent/Landlord

**REASONS FOR DECISION**

**Date of the Hearing:** November 2, 2004

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

**Appearances at Hearing:** Andrea Bennington, applicant  
Delia Nitu, respondent

**Date of Decision:** November 10, 2004

**REASONS FOR DECISION**

The parties entered into a verbal tenancy agreement in mid-August, 2004 that was to commence on September 1, 2004. The applicant gave the respondent a security deposit for the premises in the amount of \$1000. On September 1, 2004, the premises were not completely ready for occupancy as the kitchen counters and sink and the bathroom vanity and sink had not been installed. However, the applicant accepted the keys and moved her belongings into the premises.

The applicant testified that the parties made an agreement that the rent for September would be reduced to \$450, provided the counters, sinks and vanity were installed by the end of September. The respondent testified that it was her understanding that the rent for September would be reduced to \$450 with no other conditions.

When the apartment remained uncompleted at the end of September, the respondent demanded the rent of \$450 and the applicant refused. The parties then agreed to terminate the tenancy and the applicant removed her belongings from the premises.

The applicant testified that she never spent the night in the apartment as it was unsuitable for living and used the premises only for storage of her goods. The respondent stated that she offered the use of the landlord's facilities until the premises were completed.

Section 30 of the *Residential Tenancies Act* obligates a landlord to maintain rental premises.

**30. (1) A landlord shall**

- (a) provide and maintain the rental premises, the residential complex and all services and facilities provided by the landlord, whether or not included in a written tenancy agreement, in a good state of repair and fit for habitation during the tenancy; and**
- (b) ensure that the rental premises, the residential complex and all services and facilities provided by the landlord comply with all health, safety and maintenance and occupancy standards required by law.**

During the one month of this tenancy agreement, the premises did not meet reasonable standards due to the incomplete counters, sinks and vanity. In my opinion, an abatement of rent is certainly reasonable. The lack of any sinks in the bathroom and the kitchen made food preparation and day-to-day living extremely difficult. In my opinion, the premises were unsuitable for habitation during the month of September and making the landlord's premises available to the tenant was not an acceptable solution.

However, the tenant did take possession of the premises, if only for the storage of her personal belongings. The landlord is entitled to reasonable compensation for the storage of the tenant's possessions. Commercial storage space for this volume of goods costs approximately \$100/month.

I find the respondent failed to provide premises which were fit for habitation. The landlord has already provided an abatement of rent in the amount of \$550. In my opinion, the abatement should have been \$900, reducing the September rent to \$100. An order shall issue requiring the respondent to return a portion of the retained security deposit to the applicant in the amount of \$350.

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Hal Logsdon  
Rental Officer