

IN THE MATTER between **ANDREW BISHOP**, Tenant, and **WAYNE RODGERS**,
Landlord;

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:

ANDREW BISHOP

Tenant

- and -

WAYNE RODGERS

Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 34(2)(c) and 33(3)(c) of the *Residential Tenancies Act*, the landlord shall compensate the tenant for loss of full enjoyment of the rental premises and for interfering with the supply of heat in the amount of five hundred dollars (\$500.00). The compensation may be paid as an abatement of rent for December, 2004.
2. Pursuant to section 57(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties shall be terminated on December 31, 2004 and the tenant shall vacate the premise on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of
December, 2004.

Hal Logsdon
Rental Officer

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Landlord.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act");

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BETWEEN:

ANDREW BISHOP

Tenant

-and-

WAYNE RODGERS

Landlord

REASONS FOR DECISION

Date of the Hearing: December 14, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Andrew Bishop, Tenant
Wayne Rodgers, Landlord

Date of Decision: December 17, 2004

REASONS FOR DECISION

The tenant filed an application on November 23, 2004 and the landlord filed an application on December 6, 2004. As both applications relate to the same tenancy agreement and rental premises, both matters were heard at a common hearing.

The tenant alleged that the landlord had interfered with the supply of heat to the premises, had failed to maintain the premises in a good state of repair and had disturbed his quiet enjoyment of the premises. The tenant sought unspecified compensation.

The landlord made numerous allegations, including damaging the property and leaving the stove on, creating a fire hazard. The landlord sought the termination of the tenancy agreement.

The premises are a room in a house. The landlord and tenant share common bathroom and kitchen facilities with four other tenants. The rent for the premises is \$500/month, paid semi-monthly. The tenancy agreement commenced on or about April 27, 2004.

The tenant testified that the landlord and tenants argued over the temperature in the complex and on November 21, 2004 the landlord removed the thermostat from the common area and located it in his room. The tenant testified that the temperature in his room was maintained at approximately 8 degrees C. The tenant also testified that the kitchen sink drain was frozen and that there was significant air leakage around the window in his room. He stated that he had asked

the landlord to put plastic on his window and repair the drain but the landlord had failed to attend to either repair. The tenant also testified that the landlord and his wife played loud music and fought with each other, disturbing the tenants in the complex. The tenant stated that the landlord had called the RCMP to evict him and when they failed to do so, the landlord uttered a threat to the tenant and was arrested.

The landlord alleged that the tenant had damaged his fan and intentionally left the stove burners on in an attempt to start a fire. He also made numerous other allegations including the attempted theft of his empty liquor bottles, winter boots and food.

The landlord disputed the tenant's allegations concerning heat, stating that he maintained the temperature of the complex at 20 degrees C.

The tenant disputed all of the landlord's allegations and stated that he intended to vacate the premises prior to December 31, 2004. The tenant stated that he had not paid \$300 for the month of November, 2004 and that the landlord had refused to accept any rent for December, 2004.

Another tenant who filed a similar application testified that the rooms maintained by the landlord were without adequate heat after the landlord relocated the thermostat.

I find the landlord's allegations frivolous and for the most part, without any supporting evidence.

I find the landlord in breach of his obligation to provide an adequate supply of heat and his

obligation to not disturb the tenants. Uttering a threat to your tenants is certainly a disturbing act. In my opinion, compensation of \$500 is reasonable. The landlord shall be ordered to pay the tenant that compensation which may be paid through an abatement of rent. As the December rent has not been paid, I suggest it be waived in satisfaction of this order.

It is obvious that these parties have had personal differences which go beyond the landlord-tenant relationship. As the tenant has already decided to vacate the premises, I shall terminate the tenancy agreement on December 31, 2004 to relieve him of any obligation of the tenancy agreement after that date.

Hal Logsdon
Rental Officer