

IN THE MATTER between **PAUL D. JAMES**, Tenant, and **LEW DELANEY**,  
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:

**PAUL D. JAMES**

Tenant

- and -

**LEW DELANEY**

Landlord

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 30(4)(a) of the *Residential Tenancies Act*, the landlord shall comply with his obligation to provide television services to the tenant's premises.

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of August,  
2005.

Hal Logsdon  
Rental Officer

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**REASONS FOR DECISION**

**Date of the Hearing:** August 2, 2005

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

**Appearances at Hearing:** Lew Delaney, landlord  
Paul D. James, tenant

**Date of Decision:** August 2, 2005

**REASONS FOR DECISION**

The tenant, Paul D. James filed an application on July 12, 2005. The landlord, Lew Delaney filed an application on July 15, 2005. As both applications pertain to the same rental premises and tenancy agreement, both applications were heard at a common hearing.

The residential complex consists of several rooms which are rented to tenants who share kitchen and bathroom facilities. The landlord also lives in the residential complex and shares the kitchen and bathroom facilities with the tenants.

The tenant alleged that the landlord breached the tenancy agreement by disturbing his quiet enjoyment and possession of the premises by telling him to vacate the premises and by disconnecting the television services to his room. The tenant stated that the television services had been disconnected on or about July 15, 2005. The tenant described the alleged actions of the landlord as constructive eviction although he has remained in possession of the premises. The tenant sought compensation of \$300 for the loss of the television services and \$300 for moving expenses.

The landlord denied interfering with the television service and stated that it may need repair which he would attend to. He stated that he did not recall the tenant making him aware of the problem. He also stated that he only told the tenant to find another place if he didn't like staying at the premises.

The landlord alleged that the tenant had breached the tenancy agreement by failing to wash his dishes, burning a meal on the stove, slamming kitchen cupboards and arguing. The landlord sought an order terminating the tenancy agreement.

The tenant stated that the allegations of the landlord were trivial and vexatious.

It is clear from the animosity demonstrated by both parties at the hearing that this relationship has not been a good one but, in my opinion, serious breaches of the obligations set out in the *Residential Tenancies Act* have not been adequately demonstrated by either party.

Burning your dinner and failing to wash your dishes are not, in my opinion, grounds for termination. The landlord has not provided any evidence sufficient to conclude that the tenant has disturbed other tenants or himself which would warrant termination of the tenancy agreement. I find no evidence of a breach of the tenant's obligations and dismiss the landlord's application.

The tenant's claim of constructive eviction is, in my opinion, exaggerated. The tenant has not given up possession despite any verbal statements the landlord may have made. The tenant is not being forced to move and enjoys security of tenure. Moving expenses are, in my opinion, unreasonable.

It is not clear if the tenant has made the problems with the television service known to the

landlord. If he has, it has only been out of commission for two weeks and is hardly worth compensation of \$300. The landlord is, however, obligated to restore and maintain the service and must do so at his earliest opportunity.

The only order that shall issue will require the landlord to comply with his obligation to maintain the television service.

I urge both parties to treat each other with respect and to abide by the obligations set out in the Act so this tenancy may continue to the benefit of both. However, should your differences turn out to be irreconcilable, I remind both parties of the provisions of section 57(c) of the *Residential Tenancies Act*.

- 57. Where, on the application of a landlord, a rental officer determines that**
- (a) a tenant who, as a student or a staff member was provided with living accommodation that is not exempt from this Act by an educational institution, has ceased to meet the requirement for occupancy of the living accommodation,**
  - (b) a tenant of subsidized public housing has ceased to meet the requirement for occupancy of the rental premises, or**
  - (c) a landlord and a tenant who share a bathroom or kitchen facility have had personal differences that make the continuation of the tenancy unfair to either of them,**
- the rental officer may make an order terminating the tenancy on a date specified in the order and ordering the tenant to vacate the rental premises on that date.**

Hal Logsdon  
Rental Officer