

IN THE MATTER between **KATE MCLEOD**, Applicant, and **WILLIE CHIDOWE**, 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:

KATE MCLEOD

Applicant/Tenant

- and -

WILLIE CHIDOWE

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 30(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with his obligation to maintain the premises in a good state of repair by carrying out the following repairs to the premises:
 - a) Clean existing mould in porch area.
 - b) Replace kitchen tap handle.
 - c) Inspect and repair or replace refrigerator as necessary to ensure it maintains a proper temperature.
 - d) Repair finish strip on kitchen ceiling.
 - e) When weather permits, repair the roof to ensure there is no water infiltration.
 - f) Repair or replace bathroom fan to ensure proper ventilation to the exterior of

the premises.

- g) Repair or replace bathtub surround and caulk to ensure that no water can enter the wall structure. Clean up mould in the area.
- h) Re-caulk the mounding at base of tub and clean up mould in the area.
- i) Inspect kitchen stove. Repair or replace as necessary to ensure proper electrical connections to the burners.
- j) When weather permits, repair or replace the entry porch, including the roof, floor, electrical fixtures and any other structural components that have been damaged by water infiltration.

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 amount of six hundred dollars (\$600.00). The compensation may be paid in the form of a rent credit.

DATED at the City of Yellowknife, in the Northwest Territories this 31st day of December, 2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **KATE MCLEOD**, Applicant, and **WILLIE CHIDOWE**, Respondent.

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AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

KATE MCLEOD

Applicant/Tenant

-and-

WILLIE CHIDOWE

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: December 16, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Kate McLeod, applicant
Tammy Rowe, roommate of the applicant
Willie Chidowe, respondent

Date of Decision: December 31, 2005

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to maintain the rental premises in a good state of repair. The applicant testified that repairs were needed in the following areas and provided digital images of the rental premises in evidence.

Kitchen tap handle is missing.

Bathroom toilet is leaking.

Lights in porch are falling off and water leaks into them. Mould in porch.

Ceiling fan in kitchen.

Stove needs replacement

Tiles in bathroom need replacing

The applicant sought an order requiring the respondent to repair the premises and compensation of three month's rent. The rent for the premises is \$1000/month.

The respondent stated that he was aware of the problems with the tap on the kitchen sink but had not been notified of the other problems alleged in the application. He stated that the roof had been repaired in June, 2005 but acknowledged that it had not eliminated leakage. He stated that the parties did a walk-through of the premises but did not complete an inspection report. The respondent holds a security deposit.

The rental officer adjourned the hearing and scheduled an inspection of the premises. The inspection was conducted on December 20, 2005 with the applicant and respondent in

attendance. The following observations were made:

1. The attached porch to the mobile home is in very poor condition. There is evidence of severe and prolonged water infiltration through the roof structure. The sub-floor is completely rotten and there is undoubtedly some structural damage. The ceiling, walls and floor have severe mould and mildew. The fluorescent fixtures are coming apart from the ceiling and the tenant reported that water flows through the fixture in the spring and during rains. The room, primarily for storage is unusable.
2. The hot water tap on the kitchen sink fixture is missing. The tenant reports having to use a wrench to open and close the tap.
3. The refrigerator freezes the contents although it is set to the lowest setting. There are signs of water on the bottom but this may be condensation caused by the high humidity in the premises.
4. There are signs of water infiltration in the kitchen ceiling and the ceiling finish strip has come apart. Other areas are sagging.
5. The bathroom fan is inoperative. The tenant reported that the toilet was leaking although I could not find any leaks around the base or the supply. The tank was covered with condensation which I believe was dripping off the bottom of the tank. The humidity and lack of ventilation in the room appears to be the problem.
6. The barker board tub surround is cracked at the bottom, allowing water from the bath to collect and mould to form. The surround has to be repaired or replaced and a proper caulk seal provided. Similarly, the moulding at the base of the tub

needs to be cleaned and re-caulked to prevent water infiltration and mould.

7. All burners on the stove were found to be operative but the tenant reported that they did not always work.

Although the respondent claimed that he was not aware of all the problems, he was served with a copy of the application on November 26, 2005 which contained the allegations of the tenant. The respondent stated that he had not attended to the repairs because the tenant had repeatedly told him that she would be moving out and he intended to do the repairs after she had vacated. There was no evidence that the respondent has given written notice to terminate the agreement although it appears she has verbally notified the landlord of her intention to vacate on several occasions.

I find the respondent in breach of his obligation to repair. With the exception of water infiltration, which is concentrated in the porch area, the repairs required are not extensive and in my opinion, have not caused the tenant significant loss of enjoyment. The porch, however presents a potential hazard to the tenant's health and it's condition is such that it is completely unusable. In my opinion, the applicant has been deprived of the use of the porch area, which is primarily used for storage, and is entitled to some reduction of rent for the period of July-December, 2005. In my opinion, reasonable compensation is \$100/month or \$600 in total.

An order shall issue requiring the respondent to undertake certain repairs to the premises. The repair of the roof and structural repairs of the porch must await the arrival of warmer weather but the remainder of the repairs should be completed as soon as possible. Should the respondent fail

to commence these repairs within a reasonable period of time, the applicant may apply to a rental officer to pay rent to the rental officer until the repairs are completed.. The order shall also require the respondent to pay compensation to the applicant in the amount of \$600. The compensation may be paid in the form of a rent credit.

Hal Logsdon
Rental Officer