

IN THE MATTER between **LIAO JUNFANG**, Applicant, and **MIDWEST PROPERTY MANAGEMENT**, 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:

LIAO JUNFANG

Applicant/Tenant

- and -

MIDWEST PROPERTY MANAGEMENT

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of November, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **LIAO JUNFANG**, Applicant, and **MIDWEST PROPERTY MANAGEMENT**, 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:

LIAO JUNFANG

Applicant/Tenant

-and-

MIDWEST PROPERTY MANAGEMENT

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: November 7, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Liao JunFang, applicant
Brad Pond, representing the respondent

Date of Decision: November 7, 2006

REASONS FOR DECISION

The applicant alleged that noise from the mechanical room made her apartment unfit for habitation. The applicant testified that the apartment was quiet when she commenced the tenancy in August, 2006 but became unbearably noisy when the heat was turned on in the Fall. The applicant stated that she and her family were unable to sleep soundly and had all been sleeping in one bedroom as it was the quietest area in the apartment. The applicant stated that she had notified the landlord of the problem and was told there was nothing that could be done. The tenancy agreement between the parties was made for a one year term which ends on July 31, 2007. The applicant sought an order terminating the tenancy agreement and requiring the landlord to pay moving expenses.

The respondent testified that the apartment had been occupied for many years by many tenants, including himself without complaint. The respondent testified that upon receiving the complaint from the applicant, he had the heating system checked to determine if there was a problem and if the system could be made more quiet. He stated that the system was found to be in good working order and operating as quietly as possible.

The Rental Officer adjourned the hearing to inspect the premises. The apartment is on the second floor of the building and is situated two stories over the mechanical room. There is a soft, audible hum, most noticeable in the living room area, which I assume is created by the circulating pump(s). In my opinion, it is not a noise which is out of the ordinary for an apartment building

and would not be considered an irritant to most tenants.

Section 30 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.**

I can not find any breach of the landlord's obligation to maintain the premises in a good state of repair. The landlord has had the mechanical system checked in response to the tenant's complaint and found nothing to repair or replace. I can not consider the premises unfit for habitation and I see no indication that it fails to meet any statutory requirements regarding health, safety, maintenance or occupancy. Finding no breach, I must therefore dismiss the application.

Hal Logsdon
Rental Officer