

IN THE MATTER between **MILAN CERNY**, Tenant, and **4984 NWT LTD.**, 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 **INUVIK, NT.**

BETWEEN:

**MILAN CERNY**

Tenant

- and -

**4984 NWT LTD.**

Landlord

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 30(4)(d) of the *Residential Tenancies Act*, the tenant shall pay the landlord rent arrears less compensation for loss directly related to the landlords failure to maintain a reasonable level of heat in the amount of eight hundred dollars (\$800.00).

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of April, 2006.

Hal Logsdon  
Rental Officer

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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:

**MILAN CERNY**

Tenant

-and-

**4984 NWT LTD.**

Landlord

**REASONS FOR DECISION**

**Date of the Hearing:** March 29, 2006

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

**Appearances at Hearing:** Milan Cerny, tenant  
Barb Kiely, representing the landlord

**Date of Decision:** April 12, 2006

**REASONS FOR DECISION**

The tenant's application was filed on February 10, 2006 and the Landlord's application was filed on February 21, 2006. As both applications dealt with the same tenancy agreement and the same rental premises, with the consent of both parties, both matters were heard at a common hearing.

The landlord's representative stated that the legal name of the landlord was 4984 NWT Ltd. The style of cause of the order shall reflect that name.

The tenant alleged that the landlord had failed to provide sufficient heat to the premises and sought compensation for the cost of an electric heater and the operating costs in the amount of \$300. The tenant testified that the heat to the apartment was often as low as 10 degrees C. He stated that he had informed the landlord of the problem but was finally forced to purchase and operate the heater in order to maintain a reasonable temperature in the apartment. The tenant vacated the premises on February 27, 2006.

The landlord alleged that the tenant had failed to pay the February, 2006 rent and sought an order requiring the tenant to pay rent arrears in the amount of \$1100.

The tenant did not dispute the allegations concerning rent.

The landlord's representative stated that they had experienced heating problems with parts of the building but were not able to completely eliminate the problem during the heating season. They stated that they had attended the premises when the tenant had reported problems with the heat but had experienced problems accessing the tenant's apartment. Initially, the landlord did not have a key to the premises. The landlord's representative also stated that on one occasion the tenant denied entry to the service personnel. The landlord's representative stated that had the tenant requested a heater, they would have provided one.

The tenant stated that he had given the key to the apartment to the landlord on their initial request. He stated that on one occasion the plumber entered his apartment without notice or his consent and due to the circumstances at the time he objected to the entry.

Although the landlord has the right to enter rental premises to perform repairs or maintenance, the landlord is obligated to give written notice unless the tenant consents to the entry. In my opinion, the tenant is well within his rights to object to entry without prior notice unless the situation is considered an emergency. In this case, I do not feel the situation can be considered an emergency as the property or safety of the tenant was not in jeopardy.

The premises were clearly without sufficient heat and the landlord was aware of the problem. The landlord could have offered the use of a heater but did not do so. In my opinion, it was reasonable for the tenant to purchase his own. The cost of the heater and the increased electrical costs to operate it

were the direct result of the landlord's failure to repair the heating system.

The tenant provided a receipt for the heater and a summary of electrical charges before and after the purchase of the heater. The cost of the heater was \$144 and in my opinion, the increased electrical consumption during the time the heater was operated cost the tenant approximately \$185. In my opinion the compensation of \$300 requested by the tenant is reasonable.

I find the landlord in breach of their obligation to maintain the residential complex and I find the tenant in breach of his obligation to pay the February, 2006 rent. Deducting the \$300 from the rent arrears of \$1100, I find the balance of rent owing the landlord to be \$800. An order shall issue requiring the tenant to pay the landlord rent arrears in the amount of \$800.

Hal Logsdon  
Rental Officer