

IN THE MATTER between **CHRIS SCHOTT**, Applicant, and **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, 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:

**CHRIS SCHOTT**

Applicant/Tenant

- and -

**NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**

Respondent/Landlord

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 30(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with their obligation to maintain the premises in a good state of repair by inspecting the rental premises and sealing any areas of air infiltration.

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of April, 2007.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **CHRIS SCHOTT**, Applicant, and **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, 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:

**CHRIS SCHOTT**

Applicant/Tenant

-and-

**NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**

Respondent/Landlord

**REASONS FOR DECISION**

**Date of the Hearing:** April 13, 2007

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

**Appearances at Hearing:** Chris Schott, applicant (by telephone)  
Rosetta Morales, representing the respondent  
Darrell Letemplier, witness for the respondent

**Date of Decision:** April 13, 2007

### **REASONS FOR DECISION**

The applicant alleged that the respondent had breached the *Residential Tenancies Act* by failing to maintain the rental premises and the residential complex in a good state of repair. The applicant sought an order requiring the respondent to make repairs to the rental premises and the rental premises and ordering the payment of rent to the rental officer until the repairs were completed. The applicant stated that he intended to seek compensation at a later date.

The applicant stated that structural shifting to the building had caused cracks to open up, permitting cold air to enter the premises. The applicant stated that the apartment was impossible to adequately heat in cold weather even with auxiliary heaters in use. The applicant stated that the respondent had been made aware of the problem but had not taken adequate steps to repair the building.

The respondent testified that the structural problem had been dealt with to the best of their ability given the time of year. A space heater has been installed in the crawl space to keep the floors warmer and counteract the effects of cold air infiltration. Snow has been banked against the building to block drafts and help insulate the building. The respondent stated that major work will be undertaken in the summer to try and alleviate the problem but explained that they could not guarantee that the work planned would permanently or completely solve the problem. The respondent explained that the earthwork planned could only be done in the summer.

The respondent stated that she had offered to move the respondent to other premises at the landlord's expense. The applicant denied receiving such an offer.

Neither party would deny that the residential complex is in need of repair due to the shifting of the building. However, due to the climatic conditions of the north, most earthwork is only practical during the summer months. Until the major work can be undertaken, only so much can be done to address the problems that have been caused by the shifting of the building. The landlord, in my opinion, has attended to the problems in a reasonable manner. They have done what they can, given the season, and have planned more extensive work when the weather permits.

In my opinion, to order the rent to be paid to the rental officer until satisfactory repairs are completed is not reasonable. There is a possibility that the apartment will have to be used as something other than rental premises if a reasonable solution to the foundation problem is not found. Of the remedies available, compensation for moving expenses would appear to be the most practical. The respondent has expressed her willingness to consider moving expenses as well as compensation for electrical costs for auxiliary heating. I believe the parties should attempt to come to some agreement before submitting it to adjudication.

In terms of an order, in my opinion, it is reasonable to order the respondent to inspect the rental premises and using material such as expanding foam and caulking products, seal up any areas of

air infiltration. Should the parties not be able to come to some agreement on the compensation issues, the applicant may make an application and have the matter heard.

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Hal Logsdon  
Rental Officer