

IN THE MATTER between **CHRISTOPHER MARTIN**, Applicant, and **TLICHO COMMUNITY SERVICES AGENCY**, 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 **BEHCHOKO, NT**.

BETWEEN:

CHRISTOPHER MARTIN

Applicant/Tenant

- and -

TLICHO COMMUNITY SERVICES AGENCY

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 30(4)(a) of the *Residential Tenancies Act*, the respondent shall complete the following repairs to the rental premises no later than December 31, 2007.
 - a) Pull up edges of carpet and underlay in both bedrooms by exterior wall and inspect for signs of mould. If mould is present, clean and disinfect area before replacing carpet and baseboards.
 - b) Patch and paint drywall above tub surround in bathroom.
 - c) Adjust or replace front exterior door sweep to prevent snow and air infiltration.
 - d) Repair damaged area of sub-floor in front entry by front exterior door.

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2. Pursuant to section 30(4)(a) of the *Residential Tenancies Act*, the respondent shall complete the following repairs to the rental premises as the weather permits.
 - a) Replace carpeting in premises or replace with other suitable floor covering.
 - b) Repair or replace front door casing as necessary.

DATED at the City of Yellowknife, in the Northwest Territories this 28th day of November, 2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **CHRISTOPHER MARTIN**, Applicant, and **TLICHO COMMUNITY SERVICES AGENCY**, Respondent.

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BETWEEN:

CHRISTOPHER MARTIN

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TLICHO COMMUNITY SERVICES AGENCY

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REASONS FOR DECISION

Date of the Hearing: November 22, 2007

Place of the Hearing: Behchoko, NT

Appearances at Hearing: Christopher Martin, applicant
Kyle Kelly, representing the respondent
Cory Vanthuyne, witness for the respondent

Date of Decision: November 22, 2007

REASONS FOR DECISION

The applicant alleged that the respondent had breached their obligation to maintain the premises in a good state of repair and sought an order requiring the respondent to undertake repairs to the rental premises.

The applicant outlined a number of problems with the rental premises and stated that the respondent had been made aware of them.

- a) The exterior siding was removed from the building in August, 2007. Before the siding was replaced, heavy rains were experienced and water entered the building through the rear wall soaking the carpets in two bedrooms. The carpets are now badly stained and there is some suspicion that mould may have formed on the carpet, underlay or sub-floor.
- b) The front door casing is cracked and the lower part of the door frame is rotten.
- c) A small area of sub-floor by the front door is rotten.

These areas were inspected by the rental officer and found to be deficient. In addition, the rental officer noted that the front door sweep was worn and/or poorly adjusted so that air and snow could enter the premises under the front door. As well it was noted that the drywall and paint over the tub surround in the bathroom was peeling and required patching and paint.

The respondent's representative, who attended the inspection, agreed that the repairs were necessary. He explained that the building was owned by the NWT Housing Corporation, who leased the property to the respondent and provided a copy of the lease in evidence. The lease obligated the lessor to maintain the property. The respondent rents the six premises in the building to individuals and families through tenancy agreements.

Cory Vanthuynne appeared for the NWT Housing Corporation and stated that the windows and doors were scheduled to be replaced in the summer, 2008. He also stated that he agreed the carpet should be replaced and stated that it would best be done while the applicant, who is a teacher in the community, was on holidays during the summer.

The respondent is the applicant's landlord. Notwithstanding the lease between the respondent and the NWT Housing Corporation, which is a commercial lease and not a residential tenancy agreement, the respondent is obligated to maintain the premises pursuant to section 30 of the *Residential Tenancies Act*.

landlord" includes the owner, or other person permitting occupancy of rental premises, and his or her heirs, assigns, personal representatives and successors in title and a person, other than a tenant occupying rental premises, who is entitled to possession of a residential complex and who attempts to enforce any of the rights of a landlord under a tenancy agreement or this Act, including the right to collect rent.

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.**

Although the respondent may be able to enforce the maintenance provision in their lease with the NWT Housing Corporation, I have no jurisdiction in that matter. For a similar situation refer to **Northwest Territories Housing Corporation v. Yellowknife Syndicate -- [1990] NWTR 269]**

I find the respondent in breach of their obligation to maintain the premises in a good state of repair. In my opinion, some of the required repairs should be attended to promptly and others are not practical to undertake until weather permits. Therefore the order shall require some repairs to be completed by December 31, 2007.

- a) Pull up edges of carpet and underlay in both bedrooms by exterior wall and inspect for signs of mould. If mould is present, clean and disinfect area before replacing carpet and baseboards.
- b) Patch and paint drywall above tub surround in bathroom.
- c) Adjust or replace front exterior door sweep to prevent snow and air infiltration.
- d) Repair damaged area of sub-floor in front entry by front exterior door.

The remainder of the ordered repairs shall be completed as weather permits.

- a) Replace carpeting in premises or replace with other suitable floor covering.

- b) Repair or replace front door casing as necessary.

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer