

IN THE MATTER between **FLORENCE RADDI**, Applicant, and **902754 NWT LTD.**,
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 **INUVIK, NT.**

BETWEEN:

FLORENCE RADDI

Applicant/Tenant

- and -

902754 NWT LTD.

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of March,
2007.

Rental Officer

Hal Logsdon

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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:

FLORENCE RADDI

Applicant/Tenant

-and-

902754 NWT LTD.

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: **January 31, 2007**

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

Appearances at Hearing: **Florence Raddi, applicant**

Date of Decision: **January 31, 2007**

REASONS FOR DECISION

The respondent was served with a Notice of Attendance served by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in their absence.

The application was made regarding a premises at 21 Inuit Road and alleges that the respondent/landlord breached the *Residential Tenancies Act* by failing to maintain the premises in a good state of repair and by failing to provide an adequate supply of heat. The applicant claims that she had to use an electric heater during the winter months to maintain an acceptable temperature in the premises and that doing so increased her electric bill. The applicant sought an order requiring the respondent to compensate her for the increased cost of electricity and requiring the respondent to repair the premises.

Since the application was filed, the applicant has entered into another tenancy agreement with the same landlord for premises located at 37 Ruyant Crescent. She stated that she has similar complaints regarding the maintenance of the current premises and that the respondent was informed of these concerns when she took possession.

Prior to the hearing, the Rental Officer received the electrical billing information for the premises at 21 Inuit Road from the NWT Power Corporation and a record of payments for electricity made

on behalf of the applicant by the Income Security Program. These records were provided to the applicant prior to the commencement of the hearing.

The applicant stated that she was sure that some payments for electricity had been paid by herself directly to the supplier. However, the billing and payment information indicates that the Income Support Program paid for the electricity for the premises in full every month. Based on the evidence, I can not conclude that the applicant paid for any electricity during the tenancy agreement for 21 Inuit Road. Therefore, the applicant's request for compensation is denied.

In the matter of the repairs, I understand from the applicant's testimony that she moved to 37 Ruyant Crescent at the request of the landlord who no longer wished to rent the premises at 21 Inuit Road due to problems with the heating system. Orders pursuant to the *Residential Tenancies Act* are intended to be remedial. Now that the applicant is no longer in possession of the premises at 21 Inuit Road, an order requiring the landlord to undertake repairs would not benefit the applicant or any other person. I see no reason why an order requiring repairs to 21 Inuit Road should be issued.

While in the community, the Rental Officer inspected the premises at 37 Ruyant Crescent. Because the condition of the premises at 37 Ruyant were not the issue in the application and because the landlord has perhaps not been advised of the full content of the inspection report, the applicant should provide a copy of the report to the landlord and file another application

pertaining to the premises at 37 Ruyant Crescent if the landlord fails to carry out repairs that the applicant believes are his responsibility.

The application is dismissed and the applicant may file another application pertaining to the premises at 37 Ruyant as she sees fit.

Hal Logsdon
Rental Officer