

IN THE MATTER between **DARLENE COWPER AND GERALD CASHEN**,  
Applicants, and **LOUIS COVELLO AND JONQUIL COVELLO**, Respondents;

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:

**DARLENE COWPER AND GERALD CASHEN**

Applicants/Tenants

- and -

**LOUIS COVELLO AND JONQUIL COVELLO**

Respondents/Landlords

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 30(4)(d) and 34(2)(c) of the *Residential Tenancies Act*, the respondents shall pay the applicants compensation for repairs undertaken on behalf of the respondents and compensation for loss of full enjoyment of the rental premises in the amount of nine hundred fifteen dollars (\$915.00).
2. Pursuant to section 30(4)(a) of the *Residential Tenancies Act* the respondents shall comply with their obligation to maintain the premises in a good state of repair by completing the following repairs to the premises:
  - a) Repair and paint the drywall in the main bathroom which was removed to complete the plumbing repairs.

- b) Complete repairs to the ensuite bathroom which were made necessary due to the plumbing repairs.
- c) Ensure the demand hot water system is functioning properly.

DATED at the City of Yellowknife, in the Northwest Territories this 26th day of April, 2008.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **DARLENE COWPER AND GERALD CASHEN**,  
Applicants, and **LOUIS COVELLO AND JONQUIL COVELLO**, Respondents.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter  
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BETWEEN:

**DARLENE COWPER AND GERALD CASHEN**

Applicants/Tenants

-and-

**LOUIS COVELLO AND JONQUIL COVELLO**

Respondents/Landlords

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>April 8, 2008</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, NT</b>
<b><u>Appearances at Hearing:</u></b>	<b>Darlene Cowper, applicant Gerald Cashen, applicant Louis Covello, respondent (by telephone)</b>
<b><u>Date of Decision:</u></b>	<b>April 26, 2008</b>

**REASONS FOR DECISION**

The applicants alleged that the respondents had failed to maintain the premises in a good state of repair and sought an order requiring the respondents to make certain repairs, compensate the applicants for repairs undertaken on behalf of the respondents and compensation for loss of full enjoyment of the rental premises.

The applicants testified that the boiler failed on January 28, 2008 causing the premises to freeze. The applicants stated that they contacted the respondents and called a plumber. The applicants provided an itemized statement of expenses incurred as a direct result of the incident totalling \$3115.

The applicants also stated that they did not have full enjoyment of the premises during the months of March and April, 2008 because the bathrooms were not fully operational. The applicants sought compensation of \$200/month.

The applicants testified that the repairs to the bathrooms had not been completed. They stated that the drywall in the main bathroom had not been repaired, the demand hot water system was not operating, and the repairs to the ensuite bathroom that were made necessary due to the plumbing repairs had not been completed.

The applicants stated that they had not paid the rent for February, 2008 but had paid the full rent

for March and April. The rent for the premises is \$2600/month.

The respondent agreed that the compensation requested by the applicants was reasonable but that the rent for February should be paid. The respondent questioned why the applicants permitted the premises to freeze stating that the respondents should have known that the boiler had failed. The applicants stated that they were on the second floor, where the pellet stove was operating, and did not realize that the first floor temperature was dropping due to the failure of the boiler.

Given the layout of the premises, and the continued operation of the pellet stove on the second floor, I can not find the applicants negligent for not realizing that the boiler had failed causing the premises to freeze.

In my opinion, the compensation requested by the applicants is reasonable. The respondent has also expressed that opinion.

Considering the unpaid February, 2008 rent, I find the compensation due to the applicants to be \$915, calculated as follows:

Compensation for repairs undertaken on behalf of landlord	\$3115
Compensation for loss of enjoyment of premises (\$200/month X 2 months)	400
Less February rent	<u>(2600)</u>
Amount due applicants	\$915

An order shall issue requiring the respondents to pay the applicants compensation in the amount of \$915. The order shall also require the respondents to complete the repairs made necessary due to the freezing of the premises, namely

- a) Repair and paint the drywall in the main bathroom which was removed to complete the plumbing repairs.
- b) Complete repairs to the ensuite bathroom which were made necessary due to the plumbing repairs.
- c) Ensure the demand hot water system is functioning properly.

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Hal Logsdon  
Rental Officer