

IN THE MATTER between **PEARL LISKE AND WALDON KOTCHILEA**,
Applicants, and **LIRIC CONSTRUCTION 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 **YELLOWKNIFE, NT.**

BETWEEN:

PEARL LISKE AND WALDON KOTCHILEA

Applicants/Tenants

- and -

LIRIC CONSTRUCTION LTD.

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Subject to section 30(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with their obligation to maintain the rental premises by repairing or replacing the shelf in the laundry room.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of May,
2010.

Hal Logsdon
Rental Officer

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BETWEEN:

PEARL LISKE AND WALDON KOTCHILEA

Applicants/Tenants

-and-

LIRIC CONSTRUCTION LTD.

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: May 5, 2010

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Pearl Liske, applicant
Waldon Kotchilea, applicant
Arie Keppel, representing the respondent

Date of Decision: May 15, 2010

REASONS FOR DECISION

The applicants alleged that the respondent had breached the tenancy agreement by failing to maintain the premises in a good state of repair. The applicants sought an order requiring the respondent to repair the premises.

The applicants stated that the circuit breaker in the laundry room tripped frequently when they were using the washer or dryer. The applicants also stated that the fan in the bathroom allowed water to leak into the premises causing some deterioration and discolouration of the surrounding ceiling area. The applicants also stated that the shelf in the laundry room was damaged.

I inspected the premises with the parties on May 5, 2010 and returned on May 14, 2010 with the electrical inspector. The electrical inspector advised that when the dryer is used when other items on that circuit are also in use, the load exceeds the capacity of the 15A circuit, causing the breaker to trip. The electrical inspector advised that although many builders elect to install a dedicated circuit in the laundry room to avoid this inconvenience, this installation was in compliance with the electrical code and does not present any hazard.

The bathroom fan and the roof vent appear to be installed correctly and in working order. There is very minor discolouration of the ceiling but the area shows no deterioration. I suspect a small amount of snow has entered the roof vent during very windy conditions causing some minor leakage. This is not uncommon and, in my opinion, does not constitute a breach.

The corner of the laundry room shelf is broken causing it to be unstable. The applicant provided a copy of the check in report which notes the damage, however the report is not signed by the landlord. The respondent stated that he had given the form to the tenants and asked them to note any damages. The form is dated 01/12/2009 which I presume is December 1, 2009 the commencement date of the tenancy agreement. There is no evidence that the damage was done by the applicants. In my opinion, the respondent is obligated to repair or replace the shelf as necessary.

I find the respondent in breach of their obligation to repair the laundry room shelf. An order shall issue requiring the respondent to repair or replace the shelf as necessary.

Hal Logsdon
Rental Officer