

IN THE MATTER between **REGINALD DRUMMOND**, Applicant, and **NPR LIMITED PARTNERSHIP**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **YELLOWKNIFE, NT.**

BETWEEN:

REGINALD DRUMMOND

Applicant/Tenant

- and -

NPR LIMITED PARTNERSHIP

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 28(a) of the *Residential Tenancies Act*, the respondent shall comply with the provisions of the *Residential Tenancies Act* concerning entry to the rental premises and shall not breach those obligations again.

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of September, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **REGINALD DRUMMOND**, Applicant, and **NPR LIMITED PARTNERSHIP**, 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:

REGINALD DRUMMOND

Applicant/Tenant

-and-

NPR LIMITED PARTNERSHIP

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: August 14, 2013

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Reginald Drummond, applicant
Patricia Hogh, witness for the applicant
Jennifer Bruce, representing the respondent
Shawn Ashby, witness for the respondent

Date of Decision: August 14, 2013

REASONS FOR DECISION

The style of cause of this order has been amended to reflect the legal name of the respondent.

The applicant alleged that the respondent had breached the *Residential Tenancies Act* by entering the rental premises without notice and by failing to repair the premises.

The application noted that the Environmental Health Officer had attended the apartment but no report was provided with the application. I obtained a copy of a report dated July 16, 2013 from the officer and provided it to both parties at the hearing.

The applicant's witness testified that she was in bed on July 10, 2013 at 9:30 AM when an employee of the landlord entered the bedroom inquiring about problems which were listed on his work order. She stated that she showed him the areas needing repair and he left the premises. The applicant testified that there was no written or oral notice provided.

The applicant stated that the items outlined in the Environmental Health Officer's report had, for the most part, not been addressed by the landlord. Most of the areas requiring attention involved mould growth caused by previous water escape.

The respondent stated that they gave verbal notice prior to the entry but acknowledged that they did not give written notice or obtain permission at the time of entry. The testimony of the

respondent's witness, who was the employee who entered the apartment, acknowledged that he did not have the tenant's consent at the time of entry.

Section 26(2) of the *Residential Tenancies Act* sets out specific reasons where the landlord is entitled to enter rental premises. Among those reasons is to perform the landlord's obligations under the Act or the tenancy agreement which would naturally include the repair and maintenance of the premises. However sections 26(3), 26(4) and 26(5) set out the requirement for written notice.

- 26. (3) A landlord who intends to exercise the right to enter under subsection (2) shall give written notice to the tenant at least 24 hours before the first time of entry under the notice, specifying the purpose of the entry and the days and the hours during which the landlord intends to enter the rental premises.**
- (4) The hours during which the landlord intends to enter the rental premises must be between 8:00 a.m. and 8:00 p.m.**
- (5) Unless the tenant objects to the days and hours set out in the notice of the landlord and specifies alternative days and hours that are reasonable in the circumstances, the landlord may enter in accordance with the notice given under subsection (3).**

The sole exceptions to the requirement for written notice are included in section 27(1). None of these conditions existed at the time of entry.

- 27. (1) A landlord has the right to enter the rental premises without giving the notice required by subsection 26(3) where**
 - (a) an emergency exists;**
 - (b) the tenant consents at the time of entry; or**
 - (c) the landlord has reasonable grounds to believe that the tenant has vacated or abandoned the rental premises.**

I find the respondent in breach of section 26(3) of the Act.

In the matter of the repairs, the applicant stated that they would be satisfied to simply move to another apartment. In my opinion, this could be a reasonable solution to the problem as it would provide the landlord with vacant possession in order to better address the repairs and provide better accommodation to the tenant. The respondent agreed to explore this option with the applicant. Therefore pursuant to section 78(c) of the Act, I shall issue an order requiring the respondent to comply with their obligations concerning entry and to not breach those obligations again and adjourn the matter of the repairs *sine die*. Should the parties not be successful in arranging a move to another apartment, the applicant may give notice to a rental officer that they wish the matter of the repairs to be continued.

Hal Logsdon
Rental Officer