

IN THE MATTER between **TIM CAISSE AND HELEN CAISSE**, Applicants, and **YELLOWKNIFE HOUSING AUTHORITY**, 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:

TIM CAISSE AND HELEN CAISSE

Applicants/Tenants

- and -

YELLOWKNIFE HOUSING AUTHORITY

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 30(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with their obligation to maintain the rental premises in a good state of repair by carrying out the following tasks:
 - a) Inspect all opening windows and repair or replace components as required to ensure proper operation and tight closure so as to prevent air infiltration. This shall be completed on or before July 31, 2014.
 - b) Ensure the tenants' assigned parking area is cleared of snow as necessary to ensure safe access.
 - c) Repair or replace kitchen stove hood and fan to ensure proper operation. This shall be completed on or before June 15, 2014.

- d) Repair or replace front access door intercom system to ensure proper operation. This shall be completed on or before June 15, 2014.

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of May, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **TIM CAISSE AND HELEN CAISSE**, Applicants, and
YELLOWKNIFE HOUSING AUTHORITY, 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:

TIM CAISSE AND HELEN CAISSE

Applicants/Tenants

-and-

YELLOWKNIFE HOUSING AUTHORITY

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: April 2, 2014

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Tim Caisse, applicant
Ella Newhook, representing the respondent
Randy Horne, witness for the respondent

Date of Decision: April 30, 2014

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 undertake certain repairs to the premises.

The premises consist of an apartment in a residential complex. The apartment is commercially rented to the respondent, a provider of subsidized public housing. The respondent rents the apartment to the applicants at a subsidized rate based on the applicants' household income. I am not aware of the commercial arrangement between the owner and the respondent regarding maintenance but regardless, the respondent is obligated to the applicants to maintain the premises pursuant to section 30 of the *Residential Tenancies Act*.

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.**

I inspected the premises on April 10, 2014 with representatives of the respondent and the owner.

The applicants were also in attendance. I inspected all of the areas noted by the applicants as requiring repair.

Windows

The opening windows in the apartment are crank operated casement units with locking mechanisms. The tenants alleged that they do not close properly and let in cold air. All of the windows have been covered with plastic film but the film has been ripped. Two of the casement units could not be sufficiently closed with the crank to enable the locking mechanism to latch and pull the window tightly against the frame and weather seal. Another window latch worked properly but the weather seal may be worn. It was difficult to inspect the weather seals carefully as there was a lot of furniture in front of the windows.

I find that most of the opening windows are in disrepair. All of the windows should be inspected and adjusted or repaired as necessary to ensure proper closure and a weather tight seal.

Drapes

The windows have vertical vane blinds installed. The tenants stated that they do not open properly and that they block the circulation of heat from the baseboard radiation. Due to the furniture and objects in front of the windows, I was unable to check the operation of the blinds nor was I able to determine to what extent, if any, the blinds restrict the circulation of heat. I am certain however that the furniture and other items pushed against the baseboard radiation significantly restrict the circulation of heat. The tenants would be well advised to rearrange these items to permit better heat circulation.

In my opinion, there is insufficient evidence to determine if the blinds constitute a breach of the landlord's obligations pursuant to section 30.

Heat

The tenants alleged that there is inadequate heat in the premises from time to time. The representatives of the respondent and the owner acknowledged that there were problems with the heating equipment during the past heating season. They both were optimistic that the problems have been resolved. The respondent's representative stated that he had attended the apartment on February 27, 2014 to check the heat. He provided a document indicating that the outside temperature on that day was -27C with a wind chill of -40C. He stated that he took several temperature readings in the apartment ranging from 20C to 23C. The apartment was comfortable on the day of inspection but it was quite mild outside. It would appear that any problems with heat may have been resolved. I find no reason to issue an order regarding heat at this time. My comments in #2 above are perhaps relevant to the issue of heat and I suggest that a rearrangement of furniture and household items may help.

Snow Removal

The respondents have assigned parking which is provided as part of the tenancy agreement. The applicants alleged that the parking area is often inaccessible due to the landlord's failure to remove snow during the winter. Although the parking area was assessable on the day of inspection, it was clear that snow had not been regularly

removed from the area over the winter. I find the respondent in breach of this obligation and shall order that snow be removed from the parking area as required to ensure access to the applicant's assigned parking spot.

Stove Hood Fan

The stove hood fan is inoperative. An order shall issue requiring the respondent to repair or replace the stove hood to ensure proper operation.

Hot Water

The applicants alleged that there was inadequate hot water on occasion. I was unable to determine if there was a reasonable supply of hot water on the day of inspection. I find no evidence to warrant the issuance of an order.

Rear Exit

The building has a rear exit door which is designed as an emergency exit. It contains a steel door with a panic bar. The door is not designed as an entrance door and accordingly has no outside handle. The tenants alleged that unauthorized persons were able to gain entry via the back door. Although the locking mechanism is not tight, the door is secure. It was not possible to pull the door open from the outside. If persons are gaining entry through this exit, it is because the door is being wedged open or persons are being admitted by persons in the building.

The tenants also alleged that there was ice build-up outside the door during the winter. There was none at the time of the hearing due to the mild weather. This door is primarily a means of egress, not an entry door. I find the security of the door to be adequate and find no evidence that it has been blocked by snow or ice that would prevent egress. I find no breach in this matter and find no reason to issue an order.

Front Door Entry System

The intercom entry system which permits visitors to gain entry to the building with the permission of a tenant was inoperative. It is not clear if the entire system was inoperative or if it was only the tenants' intercom that did not work. In other respects, the front entry was secure, having a working locking system. I find the respondent in breach of their obligation to maintain the system in good working order and shall order the repair or replacement of the system to ensure proper operation.

An order shall issue requiring the respondent to undertake repairs as outlined above. I shall also specify dates for the completion of the work which in my opinion are reasonable in the circumstance. Should the respondent fail to complete the repairs as ordered, the applicants are granted leave to seek further remedies.

Hal Logsdon
Rental Officer