

IN THE MATTER between **P.B. AND N.L.**, Applicants, and **J.J. AND E.S. C/O T.M.**,  
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,

BETWEEN:

**P.B AND N.L.**

Applicants/Landlords

-and-

**J.J. AND E.S. C/O T.M.**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	January 23, 2019
<b><u>Place of the Hearing:</u></b>	Yellowknife, NT
<b><u>Appearances at Hearing:</u></b>	P.B., applicant R.S., witness for the respondents J.J., respondent E.S., respondent A.B., representing the respondents
<b><u>Date of Decision:</u></b>	January 30, 2019

### **REASONS FOR DECISION**

The application was filed on November 29, 2018 alleging that the respondents had not complied with a previous rental officer order. The applicants sought an unspecified rent reduction.

A previous order was issued on May 2, 2018 requiring the respondents to replace the pellet stove on or before October 31, 2018 and to pay compensation to the tenants in the amount of \$530.00. The monetary compensation was awarded to compensate the tenants for the loss of use of the pellet stove during the heating season of 2017/18 and was based on higher oil heating costs assumed by the tenants due the loss of the lower cost pellet heating source.

The applicant acknowledged that the ordered compensation had been paid but stated that the new pellet stove had not been installed.

The respondents testified that they had decided to have the existing pellet stove repaired rather than replaced. An email dated October 30, 2018, indicated that the respondents would remove the pellet stove the next day for repairs. On November 30, 2018 an email from the respondents indicated that they would be in contact with them the following week regarding the installation of the repaired stove. The respondents testified that the stove was ready to install on November 30, 2018 and that they had contacted the applicants on several occasions to arrange for installation but had received no response.

The applicant testified that the landlords had failed to make any effort to arrange for the installation of the stove.

The respondents provided an invoice in evidence, dated January 11, 2019 for the repairs to the stove. There was no documentary evidence regarding the date of payment of the invoice or the date the repaired stove was delivered to the respondents.

I question whether the stove was ready to install on November 30. Although the respondents emailed the applicants on that date, stating that they would be contacting them the following week regarding the installation, there were no further emails until January 16, 2019. The invoice for the stove repairs was dated January 11, 2019. It is unlikely that the repaired stove was provided to the respondents at an earlier date. An email from the respondents dated January 16, 2019 asks the applicants to "give me a call". I assume this was regarding the installation of the stove, following the completion of the repairs. Although the applicants may

not have returned this call or followed up promptly with arrangements to install the stove, in my opinion, the evidence suggests that the stove was only ready for installation on January 11, 2019.

It is clear that the applicants want the pellet stove to be installed and that the respondents have repaired the stove and are prepared to install it immediately. In fact, the parties arranged for an installation date at the hearing. It is also clear that the applicants continued to suffer higher heating costs during November, December and part of January due to their reliance on the oil furnace as their sole source of heat. In my opinion, they are entitled to compensation for the period November 1, 2018 to January 11, 2019. Based on the same assumptions made for the previous compensation, I find reasonable compensation to be \$104.

An order shall issue requiring the respondents to pay compensation to the applicants in the amount of \$104. The compensation shall be paid in for of a one time rent credit.

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Hal Logsdon  
Rental Officer