

IN THE MATTER between **MA**, Applicant, and **TPM**, 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 **Janice Laycock**, Deputy Rental Officer,

BETWEEN:

**MA**

Applicant/Tenant

-and-

**TPM**

Respondent/Landlord

**REASONS FOR DECISION**

**Date of the Hearing:** November 13, 2019

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** MA, the Applicant  
TA, Integrated Case Management, Government of the Northwest Territories, in support of the Applicant  
RS, representing the Respondent

**Date of Decision:** November 13, 2019

### **REASONS FOR DECISION**

An application to a rental officer made by MA as the Applicant/Tenant against TPM as the Respondent/Landlord was filed by the Rental Office on October 7, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served personally on the Respondent on October 23, 2019.

The Applicant claimed that the Respondent had failed to comply with their obligations under section 30(1) of the *Residential Tenancies Act* (the Act) to maintain the rental premises in a good state of repair and ensure that the rental premises complies with health, safety, maintenance and occupancy standards. The Applicant claimed the roof was leaking, a window was improperly installed, and there was mould throughout the rental premises. An order was sought for the repair of the rental premises.

A hearing was scheduled for December 13, 2019, and both parties were provided notice of the hearing. Janice Laycock, Rental Officer, appeared in person, as did the Applicant, MA. TA, with Government of the Northwest Territories' Integrated Case Management program, also appeared in support of the Applicant. Ms. Ashley did not provide testimony. RS appeared representing TPM, who provide property management services to the owner of this unit, KB.

#### *Tenancy agreement*

Evidence was presented establishing a tenancy agreement between the Applicant and KB c/o TPM beginning on October 1, 2017. I am satisfied that a valid tenancy agreement is in place in accordance with the Act.

#### *Maintenance of the rental premises*

The Applicant testified the roof was leaking and there was water coming into the rental premises, there was mould throughout the unit, and one of the windows was not installed correctly and would sometimes fall out. A number of other complaints about the unit were made, but when asked the Applicant clarified that they wanted repairs carried out to address the leaks, the faulty window, and the mould. The Applicant also claimed that the representative for the Respondent had entered her premises without permission.

The Applicant provided as evidence a copy of a fax from CM, Environmental Health Officer, Department of Health and Social Services, Government of the Northwest Territories, relating to his inspection of the unit on October 4, 2019. Mr. Merz clarified that at the time of his inspection he did “observe water leaks that appear to originate from a leaking roof.”

The Respondent testified that they cannot find any issues with the windows and when they were made aware of the leak in the roof on October 4, 2019, they fixed it. On October 6, 2019, they went to the unit and repaired the leak and then sealed the rest of the roof. At the hearing the Respondent provided pictures of the roof, showing the probable cause of the leak and the repairs.

The Respondent also testified that they were contacted by the Environmental Health Officer (EHO) about the leak, and during that conversation the EHO reported that there was no sign of mould in the unit. The Respondent further testified that they did not enter the unit without notice to the Applicant, and they did a thorough examination of the area affected by the leak and performed all necessary repairs. Aside from the fax from the EHO clarifying that there was a leak in the roof, neither the Applicant nor the Respondent received a written report from the EHO.

Based on the evidence and testimony of the Applicant and the Respondent I am satisfied that there was a leak in the roof and this leak was repaired. I have no evidence to support the Applicant’s claim that the unit has mould in it or that the window needs repairs. As stated at the hearing, the EHO did not find mould in the rental premises. I find that the claims made by the Applicant are not supported by evidence and as a result the Application is denied.

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Janice Laycock  
Rental Officer