

IN THE MATTER between **CG**, Applicant, and **NF**, 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**, Rental Officer, regarding a rental premises located within the **city of Yellowknife in the Northwest Territories**.

BETWEEN:

CG

Applicant/Tenant

-and-

NF

Respondent/Landlord

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 29, 2022
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	CG, Applicant as well as CG, and TK in support of the Applicant JG, representing the Respondent
<u>Date of Decision:</u>	July 6, 2022

REASONS FOR DECISION

An application to a rental officer made by CG as the Applicant/Tenant against NPRLP as the Respondent/Landlord was filed by the Rental Office May 18, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the Respondent by registered mail on June 7, 2022.

The Applicant alleged the Respondent had failed to maintain the rental premises in a good state of repair and fit for habitation during their tenancy. An order was sought for repair.

A hearing was scheduled for June 29, 2022, in person. CG, the Applicant, appeared, as did TK and CG, in support of the Applicant. JG appeared representing the Respondent.

Preliminary matter

At the hearing, I noted that the Respondent was no longer known as NPRLP, it is now NF. The style of cause was amended accordingly.

Tenancy agreement

A copy of the tenancy agreement was provided at the hearing, establishing a residential tenancy agreement between CG and NPRLP for the period September 1, 2020 to August 31, 2021 and then continuing month to month. The rent was \$1,760 but the Applicant testified that it is now \$1,866. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Landlord's obligations - maintain rental premises in good state of repair

The Applicant testified and provided evidence (copies of emails and photographs) about water leaking through the ceiling and down the wall of their bedroom and their repeated attempts to get the Respondent to assess the damage and do repairs.

According to the evidence, the Applicant contacted the Respondent on December 19, 2021 and provided details about the damage along with a photograph. On February 16, 2022, after no action was taken, the Applicant contacted the Respondent by email, providing a photograph of the damage, and asking for some one to come to address it. They also made a follow-up call on February 17, 2022. Then again on May 7, 2022, after no action was taken, the Applicant sent another email and photograph showing that the damages were getting worse and asking for immediate action. Finally, at the end of May, the Landlord's staff came to the rental premises, the leak was identified and fixed, and the wall and ceiling in the bedroom were patched.

The Respondent provided, at the hearing, a copy of the Maintenance Request that was created on December 20, 2021 and described as resolved on June 9, 2022. Although the document reported the status as resolved, it also referenced further work that was required to repair the finishes, and the Respondent verified that further work would be done.

At the hearing, the Applicant provided further photographs of the damages and the repairs that were carried out. They testified they were not satisfied with the rough patching that had been done and were concerned that the water leak was not fully addressed and there might be impacts on their health as a result of mould in the ceiling or wall.

The Respondent's representative apologised to the Applicant, stating that although COVID restrictions had limited their ability to respond to maintenance requests during the first part of 2022, this issue should have been addressed much sooner. They committed to return and make absolutely sure the water was no longer leaking, assess to see if there was mould and do any required remediation of the area, and complete the finishing of the area, including painting. The Respondent also suggested that it may be possible to compensate the Applicant for their loss of use of the area by giving them a break on their rent.

Based on the evidence and testimony, I found, at the hearing, that the Respondent was in breach of their obligation under paragraph 30(1) of the *Residential Tenancies Act* to maintain the rental premises in a good state of repair and fit for habitation, but I reserved my decision in order to consider what compensation would be reasonable to compensate the Applicant for their loss of full use of the rental premises.

Under subsection 30(5) of the Act, a tenant is required to give notice of any substantial breach of the Landlord's obligation under subsection 30(1), and under subsection 30(6), a landlord shall, within 10 days, remedy any breach. The Applicant reported the breach in December 2021 during holidays and during COVID restrictions. However, despite the COVID restrictions it should have been possible for the Landlord to arrange to inspect the rental premises and carry out at least preliminary repairs by the end of January 2022. Preliminary repairs to patch the damaged area and were not carried out until the end of May 2022, four months later.

During this four-month period, the Applicant was concerned about the damage and the risk posed by mould and was not able to use the room fully. Even after the preliminary repairs were carried out in May 2022, the Applicant did not have full use of the rental premises during June 2022, due to their concerns about mould.

Based on the evidence and testimony, I am satisfied that compensation is justified. As the rental premises has only the one bedroom, I think it is fair to compensate the Applicant for their loss of full use of 1/4 of the rental premises during the five month period from February to June 2022, based on monthly rent of \$1,866 - $1/4 \times \$1,866 = \$466.50 \times 5 \text{ months} = \$2,332.50$. I find the Respondent responsible to compensate the Applicant \$2,332.50 for the loss of full use of their rental premises.

Orders

An order will issue:

- requiring the Respondent to comply with their obligation to maintain the rental premises in a good state of repair and fit for habitation during the tenancy by completing the following work by August 31, 2022:
 - (a) make sure water is not still leaking;
 - (b) assess damaged area and surrounding areas for mould and do any required remediation;
and
 - (c) complete repairs to wall and ceiling finish, including painting (p.30(4)(a));
- requiring the Respondent to not breach their obligation to maintain the rental premises in a good state of repair during the tenancy again (p. 30(4)(b)); and
- requiring the Respondent to pay the Applicant \$2,332.50 as compensation for loss of full use of the bedroom as a direct result of failing to maintain the rental premises in a good state of repair and fit for habitation (p. 30(4)(d)).

Janice Laycock
Rental Officer