

IN THE MATTER between **TEIRA ARNAULT**, Applicant, and **HARRY SATDEO**, 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, regarding the rental premises at **HAY RIVER, NT**.

BETWEEN:

TEIRA ARNAULT

Applicant/Tenant

- and -

HARRY SATDEO

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 28(a) of the *Residential Tenancies Act*, the respondent shall not breach the obligations imposed by sections 26 and 27 of the Act pertaining to entering the rental premises again.
2. Pursuant to section 30(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with his obligation to maintain the rental premises by completing the following repairs no later than September 30, 2007.
 - a) Replace the bathtub faucet.
 - b) Repair or replace the ceiling fans in the bedroom and kitchen.

- c) Replace the ceiling light fixture in the entry complete with shade or globe.
 - d) Install smoke detector.
 - e) Install patio screen door and repair screen.
 - f) Patch cracks in balcony to prevent water infiltration and further deterioration of the structure.
 - g) Repair and paint damaged drywall surface in kitchen.
 - h) Install security device on main door to building to comply with section 40 of the *Residential Tenancies Act*.
 - i) Repair or replace the door catch on the bathroom vanity so that the vanity door shuts properly.
3. Pursuant to section 28(b) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for the replacement of a deadbolt in the amount of thirty two dollars and ninety seven cents (\$32.97) and the applicant shall provide a copy of the key to the deadbolt to the respondent.
4. Pursuant to section 33(3)(a) and 33(3)(b) of the *Residential Tenancies Act*, the respondent shall comply with his obligation to supply a reasonable supply of heat and shall not withhold that service in the future.

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of July, 2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **TEIRA ARNAULT**, Applicant, and **HARRY SATDEO**, Respondent.

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

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BETWEEN:

TEIRA ARNAULT

Applicant/Tenant

-and-

HARRY SATDEO

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: July 9, 2007

Place of the Hearing: Hay River, NT

Appearances at Hearing: Teira Arnault, applicant
Linda Lafond, representing the respondent

Date of Decision: July 25, 2007

REASONS FOR DECISION

The applicant alleged that the respondent has breached the *Residential Tenancies Act* by failing to maintain the rental premises in a good state of repair. The applicant also alleged that the respondent's agent entered her apartment on several occasions without her permission and without the notice required by the Act. The applicant also alleged that the respondent failed to supply an adequate amount of heat to the premises. The applicant sought an order requiring the respondent to undertake certain repairs to the premises, compensate her for repairs made on behalf of the landlord and additional electrical costs related to the lack of heat. The applicant also sought an order requiring the respondent to comply with the provisions concerning entry to her premises.

The applicant noted a number of required repairs in her application which was served on the respondent on June 2, 2007. The Rental Officer inspected the premises on July 9, 2007 and noted a number of deficiencies which were provided to the respondent's representative at the hearing. A written statement by the respondent claims that the apartment was extensively renovated before the applicant moved in and concludes that any damage must have been caused by the applicant or her guests.

I can not accept, on the evidence, that the deficiencies were the result of the applicant's negligence. Although a security deposit was required by the respondent, there does not appear to be any document setting out the condition of the premises at the commencement of the tenancy

agreement as required by section 15 of the *Residential Tenancies Act*. This is a key document in order to determine whether damages were present at the commencement of the tenancy or were caused by the tenant. Other deficiencies are clearly the result of normal wear and tear or failure to comply with applicable codes.

The following items were noted on the Rental Officer's inspection report:

1. The magnetic catch on the bathroom vanity requires adjustment or replacement to ensure vanity door closes properly.
2. The toilet shut-off valve is located under the vanity. This is an unusual location for shut off valves but they are accessible and operational. The respondent's representative stated that they are in the process of replacing these valve with more conventional shut-offs.
3. The bathroom tub faucet is broken. The faucet is broken around the shower valve. The faucet should be replaced as the broken metal is sharp and presents a hazard.
4. The original toilet seat was broken and replaced by the tenant. The applicant stated that the original toilet seat was cracked. She purchased a new one rather than asking the landlord to replace it.
5. The ceiling fan in the bedroom does not work.

6. The entry light fixture is broken and has no shade.
7. The ceiling fan in the kitchen does not work.
8. There is no smoke detector or fire extinguisher in the apartment. The electrical box on the kitchen ceiling is covered and texture has been applied over it. This may have been the former location of a smoke detector. Smoke detectors are required by code. Fire extinguishers are not a requirement in each apartment. Extinguishers are present in the hallway.
9. The radiator cover in the kitchen is missing. A transformer mounted on a square box is exposed. A low voltage transformer is mounted on a covered electrical box and serves a zone valve on a bank of baseboard radiation. The radiation front is missing and could probably not be installed due to the box and transformer. This is another unconventional installation but probably not a code violation.
10. The patio screen door is ripped and not installed. The applicant states it fell off when she first opened it.
11. The concrete balcony is cracking and the steel reinforcing rod is exposed. The concrete balcony is cracked and pieces of concrete have fallen off, exposing the reinforcing bar. The deterioration of the concrete is exposing the reinforcing bar to moisture and corrosion.

12. The drywall in the kitchen is chipped and broken by the fridge. A small area of drywall is deteriorated.

13. A number of mailboxes in the lobby are without doors. The applicant stated that she uses a mailbox at the post office. The respondent stated that all tenants who want a mailbox have a secure one and the ones without doors are not used.

14. The front entrance door has no lock or secure entry mechanism. The respondent stated that a new lock will be installed shortly and keys distributed to tenants.

I find the respondent in breach of his obligation to maintain the rental premises in a good state of repair. An order shall issue requiring the respondent to comply with his obligation by completing the repairs contained in the order no later than September 30, 2007.

The applicant requested an order requiring the respondent to compensate her for the replacement of the toilet seat. Section 30(5) requires a tenant to give reasonable notice to a landlord regarding required repairs.

**30(5) A tenant shall give reasonable notice to the landlord of any
substantial breach of the obligation imposed by subsection (1)
that comes to the attention of the tenant.**

The respondent should have been permitted the opportunity to replace the broken toilet seat. Since the applicant failed to notify the landlord of the required repairs, the

applicant's request for compensation is denied.

The applicant alleged that an agent of the landlord had repeatedly entered her apartment without her permission and without the notice required pursuant to section 26 of the Act. The respondent notes in his written statement that he can not confirm if the agent entered the apartment but states that he did not authorize the entry. The respondent's representative testified that the agent no longer had a pass key and that he had not entered any apartments since the application was filed. The applicant acknowledged that there had not been any further incidents of unauthorized entry. However, it is apparent from the evidence that the landlord's agent did enter the applicant's apartment in breach of the provisions for entry contained in the Act. An order shall issue prohibiting the respondent from breaching those provisions again.

Due to the agent's repeated unauthorized entry, the applicant replaced the deadbolt on the door to her apartment and sought compensation for the cost. Although changing the locks to the apartment without permission of the other party is a breach of section 25 of the Act, the applicant obviously felt such a measure was necessary for her personal security, given the agent's disregard of the provisions regarding entry. In my opinion, the applicant's action was a reasonable interim step, given the circumstances, and the cost incurred by the applicant of \$32.97 was a direct result of the landlords breach of section 26. An order shall issue requiring the respondent to pay compensation to the applicant in the amount of \$32.97 and the applicant shall provide the landlord with a key to the new deadbolt.

The applicant testified that the heat to the building was shut off on April 1, 2007 causing her apartment to become very cold. The applicant stated that she had to use her oven to heat the apartment and as a result her electrical bills were higher than normal. The applicant provided, one electrical invoice and a historical record of electrical consumption and billing for the apartment in evidence. The respondent's representative did not dispute the allegations and stated that they would be willing to pay any increase in electrical costs incurred by the applicant.

The mean temperature in Hay River in April is -3C. This is certainly no time for a building operator to discontinue the supply of heat. I am satisfied that the discontinuance of central heat in April is a breach of the respondent's obligation to not withhold a vital service. However, the evidence does not support the applicant's claim that her electrical expenses were a direct result of the landlord's breach. Prior to the applicant's occupancy which commenced in March, 2007, the average daily electrical expenses for the premises were \$1.27. During the period March 5-23 the daily cost was \$3.90. While this was a significant increase, it was also prior to the shut off of the heat. During the next billing period, March 23-April 25, the daily cost was \$3.37. During the next billing period, April 25-May 24 the daily cost was \$3.39. It does not appear from the evidence presented that there was any significant change in electrical costs after April 1, 2007. Therefore the applicant's request for compensation is denied. An order shall issue, however, requiring the landlord to not withhold the supply of heat again.

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Hal Logsdon
Rental Officer