

IN THE MATTER between **CAROLE CARNELL**, Applicant, and **SACHO DEVELOPMENTS LTD.**, 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 **YELLOWKNIFE, NT.**

BETWEEN:

CAROLE CARNELL

Applicant/Tenant

- and -

SACHO DEVELOPMENTS LTD.

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 33(3)(a) of the *Residential Tenancies Act*, the respondent shall not withhold or restrict the supply of water to the premises of the applicant.
2. Pursuant to section 30(4)(a) of the *Residential Tenancies Act*, the respondent shall perform the following repairs to the residential complex and rental premises of the respondent prior to July 15, 2002:
 - a) Adequately secure the ceiling finish on the roof over the entry landing to the ceiling joists so as to prevent the ceiling finish from sagging.
 - b) Inspect the stairs leading to the front door of the premises and replace or repair all loose or structurally unsound components, including the railings.

- c) Repaint interior ceiling finishes to cover water stains.
- d) Adjust the back door, frame, threshold and weatherseal and repair and replace components as necessary to ensure a weather tight seal and proper operation.
- e) Have the cooking stove inspected by a competent appliance technician or electrician to ensure proper operation of all burners and oven and to ensure the unit is free from any shock hazard. Alternatively, the stove may be replaced with a unit in good working condition.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of June,
2002.

Hal Logsdon
Rental Officer

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BETWEEN:

CAROLE CARNELL

Applicant/Tenant

-and-

SACHO DEVELOPMENTS LTD.

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: June 11, 2002 continued on June 12, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Carole Carnell, applicant
Shawnette MacNeil, representing the respondent

Date of Decision: June 12, 2002

REASONS FOR DECISION

The applicant alleged that the landlord had breached the tenancy agreement and the *Residential Tenancies Act* by failing to maintain the rental premises in a state of good repair and by failing to provide an adequate supply of water. The applicant described 6 items requiring repair. She indicated she had made the respondent aware of the problems but no action had been taken. The applicant also testified that the water tank for the residential complex was inadequate for the three premises and one office that it served. She indicated that the tank held only 600 gallons and that the respondent had demanded additional payment or objected when extra deliveries were required.

The respondent's representative indicated that she had recently taken over the management of the building and intended to inspect the premises and complete necessary repairs in the near future. She also testified that as well as the three regular water deliveries per week, the landlord had arranged for additional deliveries which permitted the consumption of 5400 gallons per month for the three premises and office. She indicated that, in her opinion, this was a reasonable amount of water to satisfy the landlord's obligation.

The rental officer adjourned the hearing in order to inspect the premises. The inspection was conducted with both parties on June 12, 2002 and the hearing continued later that day. The rental officer's observations, which were presented to the parties at the continuation of the hearing were as follows:

1. Porch Ceiling

The second story apartment is entered via exterior stairs leading to a rectangular landing, off of which the main entry door is located. The landing is covered with a low slope shed roof with a plywood ceiling. The plywood ceiling is sagging in several places and several fasteners are loose or missing. The plywood appears to be sound but should be nailed to eliminate sagging and prevent further deterioration.

2. Stairs

The stairs which allow access to the premises have several loose treads. Generally, the stairs are in poor condition but appear structurally adequate except for the loose treads and loose railings. The stairs should be carefully inspected and any loose treads should be replaced or securely fastened to the stringer. On removal of any loose treads, the stringer should be inspected for signs of decay and replaced if necessary. It would be advisable to repaint the stairs and apply a non-skid paint to the treads, however this is largely cosmetic. The railings should be securely fastened.

3. Ceilings

The ceilings in the premises are both drywall with stipple finish and ceiling tiles. Both surfaces show evidence of past water infiltration and staining. The landlord advises that the roof has been repaired so one would assume that the significant problem of leakage has been addressed. The ceiling surfaces should be repainted.

4. Back Door

The back door frame has shifted preventing the door from closing tightly against the weather seal. This may be addressed by leveling the building and/or adjusting the door or by installing or adjusting the weather seal and threshold to prevent air infiltration.

5. Stove

The surface elements are not working properly and the tenant reports receiving a shock from the stove. The unit is old and in poor condition. If the unit is not replaced, it should be inspected by a qualified appliance repair person to ensure it is not a shock hazard and repaired so that all elements are working properly.

6. Roof over Landing

The tenant noted that the roof over the landing sheds water and ice on the entry stairs. Due to it's low slope, I am confident that ice damming causes spring melt to fall off the edge of the roof onto the stairs. In my opinion, this is more a design problem than a maintenance problem and although certainly annoying, not the responsibility of the landlord to change.

In my opinion the respondent is responsible for repairing all of these items with the exception of the roof over the landing. In my opinion, these are relatively minor repairs and should be completed by July 15, 2002.

The provision of water is the responsibility of the landlord pursuant to the written tenancy

agreement between the parties. The complex is composed of three rental premises and an office all served by a single water tank with a capacity of approximately 635 gallons. There is no metering system to determine how much water is being consumed by each unit or the office. Based on information provided by the respondent and obtained from the City of Yellowknife, it appears that, on average the residential complex is supplied with approximately 5400 gallons each month. Ignoring the consumption of the office space, this amounts to about 1800 gallons/month/unit. Assuming that the 5400 gallons were evenly distributed among the three rental premises, this could be considered a reasonable supply. Unfortunately, there is no way of determining if this is the case. If one tenant uses a lot of water, the others will not have an adequate supply. In my opinion, the responsibility of the landlord is to supply each tenant with a reasonable supply, not to provide a reasonable supply to the building and expect tenants to somehow manage the distribution themselves. In my opinion, given the present water system in the complex, any restrictions placed on the applicant's supply of water or charges for additional deliveries are unwarranted and constitute a breach of the Act.

An order shall be issued for the respondent to undertake repairs before July 15, 2002 and to not withhold or restrict the supply of water to the applicant's rental premises.

Hal Logsdon
Rental Officer