

IN THE MATTER between **SHERINA DHALA AND SANDRO MARROCCO**,
Applicants, and **MIDWEST PROPERTY MANAGEMENT**, 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:

SHERINA DHALA AND SANDRO MARROCCO

Applicants/Tenants

- and -

MIDWEST PROPERTY MANAGEMENT

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 34(2)(c) of the *Residential Tenancies Act*, the respondent shall pay compensation to the applicants for disturbance of the tenants' full enjoyment of the rental premises in the amount of one hundred fifty dollars (\$150.00).

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of August,
2003.

Hal Logsdon
Rental Officer

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SHERINA DHALA AND SANDRO MARROCCO

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-and-

MIDWEST PROPERTY MANAGEMENT

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: August 12, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Sherina Dhala, applicant
Sandro Marrocco, applicant
Roxanne Johnson, representing the respondent

Date of Decision: August 19, 2003

REASONS FOR DECISION

The applicants alleged that the landlord had unreasonably disturbed their full enjoyment of the rental premises in the course of undertaking improvements to the premises and the residential complex. The applicants stated that other issues noted in the application had been successfully resolved between the parties and that they sought only compensation for the loss of enjoyment due to construction activity carried out in the building. The applicant sought compensation in the amount of approximately \$800.

The applicant stated that the landlord had notified tenants that the replacement of the building's exterior siding and windows would take place from the end of March, 2003 to the end of May, 2003. She stated that work often commenced before 8AM and continued until after 8PM, although work inside the premises was all undertaken between 8AM and 8PM. She stated that the windows were installed at the beginning of April but that finishing remained uncompleted until July. During this time she claimed her belongings had to be stacked away from the windows to facilitate access. She also stated that the siding was not completed until June 13, 2003 and that the work created excessive noise.

The respondent admitted that the work had not conformed to the original schedule which anticipated completion by the end of May. She stated that there had been some problems with material supply and ferry interruptions which caused the work to extend past the original schedule for completion. The respondent expressed her satisfaction with the work, stating that the improvements would benefit the tenants and that some disruption was inevitable.

Making major repairs or renovations to a building can hardly be undertaken without some disruption to tenants. Landlords do have the option, where major renovations are being done, to seek termination of the tenancy agreements. This course of action would result in the tenant having to move and the landlord having to forgo any rent revenue for the period of renovation. This course of action does not serve either party very well. Tenants should welcome renovations and be willing to put up with some minor inconvenience. Landlords should recognize that work should be done in a timely manner and cause as little disruption as possible. Significant delay or excessive disruption are cause for compensation.

In my opinion, the delay and noise relating to the siding renovation are not significant and do not warrant compensation. In the north, a 13 day delay due to material shortages or transportation problems is not unusual. In my opinion, it is not significant. Replacing siding is not a job that is done quietly.

The windows in the applicants' apartment were replaced in early April, yet the trim work and painting remained unfinished until July. During this time, following the notice given by the landlord, the tenants kept furniture away from the windows and removed curtains and blinds to facilitate access to the windows by workers. In my opinion, this is an unreasonable delay which interfered with the tenant's full enjoyment of the premises. Having to keep items 3-5 feet away from the windows for nearly three months would significantly alter one's living space in an apartment. In my opinion reasonable compensation is \$50 month for the months of April, May and June or total compensation of \$150.

An order shall be issued requiring the respondent to pay compensation to the tenants for loss of full enjoyment of the rental premises in the amount of \$150. The amount may be credited to any balance of rent due or made as a direct payment to the tenants.

Hal Logsdon
Rental Officer