

IN THE MATTER between **JAN TURNER AND CAMERON TURNER**, Applicants,  
and **SHELTER CANADIAN PROPERTIES 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:

**JAN TURNER AND CAMERON TURNER**

Applicants/Tenants

- and -

**SHELTER CANADIAN PROPERTIES LTD.**

Respondent/Landlord

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 30(4)(d) of the *Residential Tenancies Act*, the respondent shall pay the applicants compensation for loss related the respondent's failure to maintain the rental premises in a good state of repair and fit for habitation during the tenancy in the amount of five thousand eight hundred fifty one dollars and eighty two cents (\$5851.82).

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of  
December, 2006.

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Hal Logsdon  
Rental Officer

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-and-

**SHELTER CANADIAN PROPERTIES LTD.**

Respondent/Landlord

**REASONS FOR DECISION**

**Date of the Hearing:** November 28, 2006

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Jan Turner, applicant  
Trudy Spence, representing the respondent

**Date of Decision:** December 5, 2006

### **REASONS FOR DECISION**

On August 10, 2006 it was discovered that the fuel tank was leaking and had discharged a significant volume of oil, rendering the rental premises uninhabitable. The applicants vacated the premises and stayed in a hotel that night, relocating to the local campground the next day. The respondent took prompt action to clean up the spill and was able to offer the applicant's alternate accommodation in other premises under their management after eight days.

The applicants have requested the respondent to compensate them for their costs related to the incident but, to date, the respondent has not offered any compensation. The applicants have tenant's insurance but have been informed by their insurer that it does not cover this type of claim. The respondent contends that this is a matter for the applicant's insurer and stated that their insurance company would not cover the expenses.

Section 30 of the *Residential Tenancies Act* obligates the landlord to maintain the rental premises and ensure it meets all statutory standards.

#### **30.(1) A landlord shall**

- (a) provide and maintain the rental premises, the residential complex and all services and facilities provided by the landlord, whether or not included in a written tenancy agreement, in a good state of repair and fit for habitation during the tenancy; and**
- (b) ensure that the rental premises, the residential complex and all services and facilities provided by the landlord comply with all health, safety and maintenance and occupancy standards required by law.**

There does not appear to be anything in the written tenancy agreement that would obligate the tenant to maintain the premises, nor would such a provision be effective as the premises are not detached and form a part of a larger residential complex.

Article 18 of the written tenancy agreement between the parties obligates the tenant to carry a Tenant's Insurance Policy.

18. The Tenant shall pay for and carry a Tenant's Insurance Policy in a form and for coverages which are satisfactory to the Landlord, including protection for glass breakage, damage to the premises, public liability, loss or damage to tenants property or other property stored within the rented premises, and for damage or loss occasioned to the tenants property or other property stored within the rented premises caused by the Landlord's negligence. The Tenant shall, upon request, deliver a copy of such policy to the Landlord.

The type of insurance outlined above is commonly referred to as tenant's contents coverage. The applicants are not claiming loss of contents but compensation directly related to being put out of possession for eight days due to the oil leak. I do not think that a tenant would be able to purchase insurance which would cover the type of compensation the applicants seek. If it were available, it could not, in my opinion, relieve the landlord from an obligation that is prescribed pursuant to the Act. Notwithstanding either party's insurance coverage, the respondent is, in my opinion, obligated to ensure the premises meet all standards and remain fit for habitation during the term of the tenancy.

I can not fault the respondent for failing to act when the problem was discovered. The evidence suggests they took prompt and prudent action. However, the costs claimed by the applicants are

directly related to being put out of possession of the premises while the problem was addressed by the respondent.

The applicants have provided an itemised list of costs and receipts to document expenditures. The total compensation requested is \$5851.82. In my opinion, all of the items claimed are the direct result of the incident and are adequately documented. In my opinion, the costs are reasonable.

An order shall issue requiring the respondent to pay the applicants compensation in the amount of \$5851.82.

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Hal Logsdon  
Rental Officer