

IN THE MATTER between **JESSICA CHAYKOWSKI AND JONATHAN CHAYKOWSKI**, Applicants, and **809656 ALBERTA 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:

JESSICA CHAYKOWSKI AND JONATHAN CHAYKOWSKI

Applicants/Tenants

- and -

809656 ALBERTA LTD.

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 34(2)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicants compensation for loss of full enjoyment of the rental premises in the amount of six hundred seventeen dollars and fifty cents (\$617.50) to be applied as a rent credit.

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of January, 2009.

Hal Logsdon
Rental Officer

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-and-

809656 ALBERTA LTD.

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: January 7, 2009

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Jessica Chaykowski, applicant
Jonathan Chaykowski, applicant
Aleem Shivji, representing the respondent

Date of Decision: January 7, 2009

REASONS FOR DECISION

The application was made against Yellowknife Apartments as respondent. The respondent noted that the legal name of the landlord was 809656 Alberta Ltd. The style of cause of the order has been amended accordingly.

The applicants alleged that the premises were without heat on a number of days in December, 2008. The rent for the premises is \$1425/month. The applicants stated that it was very difficult to live in the apartment without adequate heat and that it affected Mr. Chaykowski's health resulting in a loss of income. The applicants stated that they had only paid \$807.50 for December's rent which represented the full rent for days the heat was adequate and no rent for the days the heat was insufficient. The applicants stated that they felt that reduction in rent was adequate compensation for their loss of full enjoyment.

The rental officer requested the report and order issued by the Environmental Health Officer and provided it to both parties. The report confirmed the lack of heat in the building and ordered that it be fully restored by noon on December 10, 2008.

The respondent did not dispute the allegations and stated that the heating system had been repaired and the heat fully restored to all apartments in the building. The applicants agreed that the heat was now fully operational. The respondent agreed to the reduction of rent and provided a copy of the tenant ledger in evidence which indicated that the full rent of \$1425 had been charged

for December, resulting in a balance owing of \$617.50. The respondent stated that he agreed to the application of a credit to the account of \$617.50 to bring the balance of rent owing to \$0.

I find the respondent in breach of the obligation to maintain the premises in a good state of repair, resulting in the applicants' loss of full enjoyment of the premises. In my opinion, the compensation agreed to by the parties is reasonable.

An order shall issue requiring the respondent to pay the applicants compensation of \$617.50 to be applied as a rent credit.

Hal Logsdon
Rental Officer