

IN THE MATTER between **DUNCAN MILNE**, Applicant, and **FRED DAVIES AND JOANNE DAVIES**, Respondents;

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:

**DUNCAN MILNE**

Applicant/Tenant

- and -

**FRED DAVIES AND JOANNE DAVIES**

Respondents/Landlords

**ORDER**

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of February, 2009.

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Hal Logsdon  
Rental Officer

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AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

**DUNCAN MILNE**

Applicant/Tenant

-and-

**FRED DAVIES AND JOANNE DAVIES**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** January 28, 2009

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

**Appearances at Hearing:** Duncan Milne, applicant  
Fred Davies, respondent  
Joanne Davies, respondent

**Date of Decision:** February 5, 2009

### **REASONS FOR DECISION**

The applicant alleged that the respondents had breached the tenancy agreement by discontinuing cable television and internet service to the rental premises and sought an order requiring the respondents to pay compensation related to the loss of these services.

The respondents became the applicant's landlords when they purchased the property on August 22, 2008. The rental premises consist of a suite contained in a house now occupied by the respondents. There was an existing written tenancy in place and no new tenancy agreement was executed by the parties. The written tenancy agreement includes the provision of cable television by the landlord but does not mention internet service.

The respondents made an application seeking the termination of the tenancy agreement due to change of use of the rental premises and an order was filed on October 16, 2008 terminating the tenancy agreement between the parties on November 30, 2008. The applicant vacated the premises on November 18, 2008, terminating the tenancy agreement.

The applicant stated that he had notified the landlords on November 5, 2008 that the cable television and internet services were not available. The notice was provided in evidence. The applicant also provided information for the cable television and internet provider indicating that the monthly cost of full cable television and internet service was \$122.75.

The respondents stated that they had done nothing to cancel or change the cable television service and stated that their cable television had been working perfectly.

Section 30(1) of the *Residential Tenancies Act* obligates a landlord to provide and maintain all services and facilities provided by the landlord in a good state of repair. Both cable television and internet service would be considered services or facilities by definition.

**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.**

**1.(1) In this Act,**

**"services and facilities" includes furniture, appliances and furnishings, parking and related facilities, laundry facilities, elevator facilities, common recreational facilities, garbage facilities and related services, cleaning or maintenance services, storage facilities, intercom systems, cable television facilities, heating facilities or services, air-conditioning facilities, utilities and related services, and security services or facilities.**

Section 30(5) obligates the tenant to give reasonable notice to the landlord of any breach of the landlords obligation to repair.

- (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.**

Section 30(6) provides a period of time that the landlord is obligated to remedy any breach of the obligation to repair.

- (6) A landlord shall, within 10 days, remedy any breach referred to in subsection (5).**

Notwithstanding whether the cable television service to the applicant's premises was disrupted or whether the landlord was obligated to provide internet service in accordance with the tenancy agreement, I note that, taking into account the date of the applicant's notice to the landlord and the ten day period within which the landlord has to remedy any breach of section 30(1), any compensation considered would be limited to three days. At \$122.75/month, this would amount to about \$12. In my opinion, this amount of relief is trivial. Section 76(2) permits the dismissal of applications considered trivial.

- 76(2) A rental officer may refuse to accept any application or to continue any proceeding where, in the opinion of the rental officer, the matter is trivial, frivolous, vexatious or has not been initiated in good faith and issue an order to that effect.**

For this reason, the application is dismissed.

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Hal Logsdon  
Rental Officer