

IN THE MATTER between **CHRISTINE WOODS**, Applicant, and **NORTH SLAVE HOUSING CORPORATION**, 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:

CHRISTINE WOODS

Applicant/Tenant

- and -

NORTH SLAVE HOUSING CORPORATION

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of August, 2009.

Hal Logsdon
Rental Officer

IN THE MATTER between **CHRISTINE WOODS**, Applicant, and **NORTH SLAVE HOUSING CORPORATION**, 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.

BETWEEN:

CHRISTINE WOODS

Applicant/Tenant

-and-

NORTH SLAVE HOUSING CORPORATION

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: June 24, 2009, continued on August 5, 2009

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Christine Woods, applicant
Roberta Bulmer, representing the respondent

Date of Decision: August 5, 2009

REASONS FOR DECISION

This matter was set for hearing on June 24, 2009. The applicant alleged that the respondent had failed to maintain the premises in a good state of repair and sought an order requiring the respondent to make necessary repairs. Specifically, the applicant sought some resolution to the dark areas which appear around the cabinets, wall corners and other areas of the apartment. The contaminant appeared to be soot. She provided photographs of the areas in evidence.

The respondent acknowledged that there was some sort of contaminant discolouring the walls and other areas. The respondent stated that they had investigated the matter thoroughly and could not determine the source of the contaminant. The respondent thought it was most likely the result of burning candles in the premises. The respondent stated that they had contracted a plumbing and heating company to further investigate the problem. The matter was adjourned to August 5, 2009 to permit the Rental Officer with an opportunity to inspect the premises and further investigate the problem.

On June 25, 2009 I inspected the premises with Gary Pirker from Ray Pirker Plumbing. In an attempt to discover the source of the contaminant, Mr. Pirker had previously installed filters on both the intake and exhaust of the air exchanger. By inspecting these filters it was hoped he could determine if the source of the contaminants was inside or outside the premises. I inspected the filters with Mr. Pirker and the intake filter showed the same sooty material as was found in the apartment while the exhaust filter was free of that material. Therefore, Mr. Pirker, concluded, I

believe correctly, that the source of the contaminant was from the outdoors.

Mr. Pirker and I inspected the outside of the premises and observed that the house next door had a wood chimney. No other source of contaminant was obvious. It appears that the contaminant is most likely soot particles which are being brought into the apartment through the air exchanger when the neighbour's wood stove is in operation. This is consistent with the applicant's observation that the contaminant appears primarily in the winter.

The air exchanger is an approved model which meets all applicable codes. It does not employ a filter system. It was operating normally with no apparent defects.

Section 30 of the *Residential Tenancies Act* obligate a landlord to maintain the rental premises in a good state of repair.

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.**

I can not find any fault in the operation of the air exchanger or any requirement for repair or maintenance of the unit. Consequently, I can not find the respondent in breach of section 30 of

the Act. I have suggested to the landlord that perhaps retaining the ad-hoc filters in the air exchanger unit may solve the problem.

Consequently, the application must be dismissed.

Hal Logsdon
Rental Officer