

IN THE MATTER between **CHRIS WOOD**, Applicant, and **NPR LIMITED PARTNERSHIP**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

CHRIS WOOD

Applicant/Tenant

- and -

NPR LIMITED PARTNERSHIP

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 30(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with their obligation to maintain the rental premises in a good state of repair by completing the following repairs on or before September 14, 2011:
 - a) Replace the entry door and jamb to the rental premises and reinstall the lock set and dead lock to ensure security and proper operation.
 - b) Repair or replace the intercom system to ensure proper operation.
2. Pursuant to section 32(1) of the *Residential Tenancies Act*, the applicant shall pay future rent to the Rental Officer until the ordered repairs are completed.

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of September, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **CHRIS WOOD**, Applicant, and **NPR LIMITED PARTNERSHIP**, 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:

CHRIS WOOD

Applicant/Tenant

-and-

NPR LIMITED PARTNERSHIP

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: September 7, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Chris Wood, applicant
Maigan Lefrancois, representing the respondent

Date of Decision: September 7, 2011

REASONS FOR DECISION

The applicant alleged that the respondent had breached their obligation to maintain the premises in a good state of repair and sought an order requiring the applicant to complete repairs to the premises.

The applicant stated that the entry door to his apartment was damaged by the fire department on April 14 in the process of fighting a fire in an adjoining apartment. The applicant stated that he had notified the applicant on numerous occasions and was told that the door would be replaced. The applicant provided photographs of the damaged door which indicated that the door was split and the jamb was badly damaged. The applicant stated that the door is difficult to open and close.

The applicant stated that the intercom does not work and that persons wanting access to the building must resort to throwing pebbles at his window to have the main door unlocked. The applicant stated that he has notified the landlord of the problem on several occasions but the intercom has not been repaired.

The respondent provided a photograph of the closed door, taken from the hallway and stated that it had been repaired. The photograph does not show the split to the door or the damage to the jamb. The respondent was not aware of the intercom problem and stated that it may have been disabled due to security concerns.

The applicant's photographs do indicate some repairs to the door and jamb. A metal wrap-around plate has been installed around the dead bolt and some hand fabricated metal has been installed on the jamb. While the repairs have no doubt made it possible to close the door, they by no means ensure it's security. In my opinion, both the jamb and the door are damaged beyond repair and must be replaced.

Intercom systems are specifically named as services and facilities in section 1 of the *Residential Tenancies Act*. A reduction of services and facilities is a breach of section 30(1).

"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.

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.**

(2) Any substantial reduction in the provision of services and facilities is deemed to be a breach of subsection (1).

I find the respondent in breach of their obligation to maintain the premises in a state of good repair. An order shall issue requiring the respondent to replace the door and jamb and to repair or

replace the intercom system to ensure proper operation. The repairs shall be completed on or before September 14, 2011. The applicant is also ordered to pay future rent to the Rental Officer until the repairs are completed.

Hal Logsdon
Rental Officer