

IN THE MATTER between **LISA QUINLAN**, Applicant, and **POLAR DEVELOPMENTS LTD.**, 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:

LISA QUINLAN

Applicant/Tenant

- and -

POLAR DEVELOPMENTS LTD.

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 exercise equipment in a good state of repair by completing repairs to the elliptical trainer equipment as soon as possible.

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of December, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **LISA QUINLAN**, Applicant, and **POLAR DEVELOPMENTS 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.

BETWEEN:

LISA QUINLAN

Applicant/Tenant

-and-

POLAR DEVELOPMENTS LTD.

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: December 14, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lisa Quinlan, applicant
Karen McLeod, representing the respondent

Date of Decision: December 14, 2011

REASONS FOR DECISION

The name of the respondent is incorrect on the application. The style of cause of this order has been amended to reflect the legal name of the respondent.

The applicant alleged that the respondent had breached the tenancy agreement by failing to maintain the exercise equipment in the fitness room of the residential complex. Specifically she alleged that the elliptical trainer equipment had been broken for seven months. The applicant sought an order requiring the respondent to repair the equipment and suggested that the applicant consider buying another elliptical trainer as a spare, so that one would always be available to tenants.

The residential complex contains an exercise room which is available to tenants of the building at no additional cost.

The respondent's representative outlined how difficult it was to get this equipment repaired and stated that it sometimes took months to get parts or to have a technician come to make the repairs. She also argued that the landlord was not obligated to provide these amenities as it was not specifically stated in the tenancy agreement. The respondent's representative stated that they were doing all they could to have the elliptical trainer repaired.

The exercise room including the equipment is a common recreational facility in the *Residential*

Tenancies Act and therefore subject to the obligation to maintain set out in section 30(1) of the 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;

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.**

Although I acknowledge that the timely maintenance and repair of the exercise equipment may occasionally present a challenge to the landlord, in my opinion, the repairs have taken far too long. A notice, dated June 10, 2011 informed tenants that the parts had been ordered and repairs would be made soon. Even accounting for problems in shipping or receipt of the wrong part, etc., one would expect the repairs to be completed by this time.

I find the respondent in breach of their obligation to repair the equipment in a timely manner. An order shall issue requiring the respondent to complete the repairs as soon as possible. In my opinion, it is not reasonable to order the respondent to purchase a second elliptical training

machine. Should the repairs be further delayed, the applicant may make an application for additional remedy pursuant to section 30.

Hal Logsdon
Rental Officer