

IN THE MATTER between **TRINA BLANCHARD AND JERRY BLANCHARD**,  
Applicants, 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:

**TRINA BLANCHARD AND JERRY BLANCHARD**

Applicants/Tenants

- and -

**NPR LIMITED PARTNERSHIP**

Respondent/Landlord

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 30(4)(d) of the *Residential Tenancies Act*, the respondent shall pay compensation to the applicants for laundry costs incurred during the time they were displaced from the rental premises in the amount of one hundred sixty dollars (\$160.00).

DATED at the City of Yellowknife, in the Northwest Territories this 26th day of June,  
2013.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **TRINA BLANCHARD AND JERRY BLANCHARD**,  
Applicants, 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:

**TRINA BLANCHARD AND JERRY BLANCHARD**

Applicants/Tenants

-and-

**NPR LIMITED PARTNERSHIP**

Respondent/Landlord

**REASONS FOR DECISION**

**Date of the Hearing:** May 29, 2013

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

**Appearances at Hearing:** Trina Blanchard, applicant  
Jennifer Bruce, representing the respondent  
Darlene Wiechold, witness for the respondent

**Date of Decision:** June 20, 2013

### **REASONS FOR DECISION**

The application was filed naming the respondent as "Northern Properties". The style of cause of this order reflects the proper name of the respondent, "NPR Limited Partnership".

The applicants alleged that during repairs made to their apartment by the landlord, their personal property was damaged and that the actions of the landlord directly resulted in financial loss. The applicants sought an order for compensation pursuant to section 30(4)(d) of the *Residential Tenancies Act*.

The applicant stated that the respondent had to make significant repairs to the building which required tearing down the ceiling in their apartment, repairing the source of a leak and repairing the ceiling. The respondent offered to move them to a suite owned by the landlord while the repairs were undertaken and board their dog at a kennel but the applicants objected to the boarding of their dog. The respondent moved them to a hotel with kitchen facilities which allowed pets. The applicants stayed in the hotel from April 8 to May 10, 2013 and the respondent paid the hotel bill, including extra charges for room cleaning and a pet charge. The total cost was \$7465.50.

The applicant stated that when they returned to the apartment they found it very dirty due to the construction and spent eight hours cleaning. The applicant also stated that while at the hotel, she had to spend \$40/week to do her laundry which she would not have normally spent had she been

at home. She also stated that she had to buy food while they stayed at the hotel.

The applicant stated that the landlord required them to move the furniture to locations in the apartment which would facilitate the repairs. She stated that they were unable to move furniture due to injuries and asked the landlord for assistance. The applicant stated that when she returned to the apartment, her two month old mattress valued at \$1600 was ripped. A photograph of the mattress was provided in evidence.

The applicant sought an unspecified amount for food, \$160 for laundry costs, \$1600 for the replacement of the mattress and \$160 for apartment cleaning costs.

The respondent stated that they had agreed to help the applicants with the furniture at no charge but made it clear to the applicant that they would not assume any responsibility for damages.

The applicant's witness testified that she personally did extensive cleaning in the apartment after the repairs were completed including washing all of the clothing, bedding, pillows and stuffed toys. She testified that a daughter and grandchild were staying in the apartment before the applicants moved back in. Several photographs were provided by the respondent in evidence.

Section 30(1) of the *Residential Tenancies Act*, sets out the landlord's obligation to maintain premises and section 30(4) sets out the available remedies.

**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.**

**30. (4) Where, on the application of a tenant, a rental officer determines that the landlord has breached an obligation imposed by this section, the rental officer may make an order**

- (a) requiring the landlord to comply with the landlord's obligation;**
- (b) requiring the landlord to not breach the landlord's obligation again;**
- (c) authorizing any repair or other action to be taken by the tenant to remedy the effects of the landlord's breach and requiring the landlord to pay any reasonable expenses associated with the repair or action;**
- (d) requiring the landlord to compensate the tenant for loss that has been or will be suffered as a direct result of the breach; or**
- (e) terminating the tenancy on a date specified in the order and ordering the tenant to vacate the rental premises on that date.**

By providing alternate accommodation while the repairs were being done is, in fact, compensation for the landlord's failure to provide and maintain the premises. It is the applicants' submission, in part, that the compensation was not adequate in that it did not fully compensate them for the loss of laundry facilities and food costs. I agree with the applicants regarding the laundry facilities. During their month-long stay at the hotel, the usual laundry facilities in the apartment were not available to them. I accept her testimony that she spent \$160 on laundry during her stay in the hotel. In the matter of food costs, however, I cannot agree with the applicants. They were provided with a suite with kitchen facilities by the landlord. The food they bought while staying in the hotel should not have cost them any more to purchase or prepare than the food they would have eaten had they remained in the apartment. The applicant's request for

compensation for food costs is therefore denied.

The damage to the mattress does not appear to be the direct result of the landlord's failure to maintain or repair the premises. It was clearly not damaged by the leaky ceiling. It is alleged that it was damaged in the process of moving it in order to undertake the repairs to the premises.

Comparing the photographic evidence with actual similarly constructed gel infused foam mattresses, it does not appear to me that the tear in the fabric covering has rendered the mattress unusable or significantly affected its utility, value or appearance. The applicant's request for relief is denied.

The testimony of the applicant's witness suggests that the apartment was returned to the applicant in a state of ordinary cleanliness or better. The sworn testimony of the witness indicates that most if not all of the applicant's clothing, linen and soft articles were washed as well. The applicant acknowledged that she was meticulous about cleanliness. On the balance of probabilities, I find that the premises and the applicant's personal belongings were in a state of ordinary cleanliness when she moved back to the apartment. The applicant's request for the cleaning of the apartment is denied.

An order shall issue requiring the respondent to pay the applicant compensation for the laundry charges she incurred during her stay in the hotel in the amount of \$160.

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Hal Logsdon  
Rental Officer