

IN THE MATTER between **DONNAJEAN DE MARTIN**, Applicant, and **VIOLET TUDU**, 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:

DONNAJEAN DE MARTIN

Applicant/Tenant

- and -

VIOLET TUDU

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of July, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **DONNAJEAN DE MARTIN**, Applicant, and **VIOLET TUDU**, 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:

DONNAJEAN DE MARTIN

Applicant/Tenant

-and-

VIOLET TUDU

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: July 5, 2013

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Donnajeane De Martin, applicant
Violet Tudu, respondent

Date of Decision: July 17, 2013

REASONS FOR DECISION

The applicant alleged that the respondent breached the tenancy agreement by failing to provide cable television and by failing to provide parking facilities. The applicant sought unspecified monetary compensation.

The applicant testified that when she moved in on March 8, 2013 there was no cable television. She testified that the respondent did not install cable television for at least a month and that after the installation, the reception was poor. The applicant stated that the reception continued to be poor until May 17, 2013 when the respondent arranged for repairs.

The applicant stated that she was told she could park "out front anywhere" but did not have an assigned parking place.

The applicant rents a room and shares bathroom and kitchen facilities with the respondent/landlord. The tenancy agreement between the parties, provided by the applicant in evidence, was made in writing in the approved form and sets out the following services and facilities included in the rent in article 5 of the agreement:

"heat, hydro, power, water, cable internet, cooking, common area-eating, balcony-barbecue, bathroom, laundry"

The applicant also provided a "rental receipt" for the June, 2013 rent in evidence which

acknowledged a payment of \$900 but also restated the obligations that were in the tenancy agreement plus a myriad of others including energized parking. The document was signed by the respondent on June 3, 2013 but not signed by the applicant, who apparently drafted it.

The respondent stated that she only had internet service when the applicant moved in but installed cable television when the applicant insisted on having the service. She provided a receipt which indicated that the cable television was installed on March 25, 2013. The respondent acknowledged that there were some reception problems on one or two channels which she arranged to have repaired in April, 2013. An invoice provided in evidence indicates a service call charge on May 24, 2013.

The tenancy agreement does not set out the provision of cable television but rather cable internet. Had the parties meant the word "cable" in the tenancy agreement to mean cable television, they would have at least inserted a comma between "cable" and "internet". The installation of the cable later in March is consistent with the respondent's testimony that the cable was installed due to the wishes of the tenant rather than an obligation of the tenancy agreement. If the "rental receipt" was intended to amend the tenancy agreement, the cable television issue had already been resolved when it was executed.

Similarly, I do not find any landlord obligation to provide parking in the original tenancy agreement. In any case, the applicant has not suffered any financial loss to be compensated for.

I find no grounds for compensation or other remedy. The application is dismissed.

Hal Logsdon
Rental Officer