

IN THE MATTER between **ANNEMIEKE MULDER**S, Applicant, and **UNION OF NORTHERN WORKERS**, 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:

ANNEMIEKE MULDERS

Applicant/Tenant

- and -

UNION OF NORTHERN WORKERS

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 30(4)(a) of the *Residential Tenancies Act*, the respondent shall repair or replace the intercom system to ensure proper operation on or before September 30, 2013.
2. Pursuant to section 30(4)(d) of the *Residential Tenancies Act*, the respondent shall pay compensation to the applicant for loss of intercom facilities in the amount of two hundred sixty dollars (\$260.00) plus three dollars and twenty five cents (\$3.25) for each day after September 30, 2013 that the intercom remains inoperative and the applicant is in possession of the premises.

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of November, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **ANNEMIEKE MULDER**S, Applicant, and **UNION OF NORTHERN WORKERS**, 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:

ANNEMIEKE MULDERS

Applicant/Tenant

-and-

UNION OF NORTHERN WORKERS

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: September 25, 2013

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Annemieke Mulders, applicant
Trisha DaCorte, representing the respondent

Date of Decision: November 12, 2013

REASONS FOR DECISION

The style of cause of this order has been amended from the style of cause on the application to reflect the proper name of the respondent.

The applicant alleged that the respondent had breached the tenancy agreement by failing to repair the intercom system and by failing to provide any intercom facilities after August 1, 2013. The applicant sought an order to repair the intercom system and compensation for the loss of the facility.

The applicant stated that she had notified the landlord shortly after taking possession of the premises in January, 2008 that the intercom was only working about 80% of the time. She stated that she notified the landlord's property manager in July, 2013 that she was scheduled for foot surgery in August, 2013 and that it was critical to address the intercom problem as she would have very limited mobility after the surgery and would not be able to get to the door to provide entry if the intercom happened to fail.

The applicant stated that she had the surgery on August 1, 2013 and a notice was posted on that day that the intercom had been completely disconnected. She stated that this made it extremely difficult for her to allow guests and caregivers to enter the building. She stated that, to date, the intercom system is still out of order. The applicant sought an order requiring the respondent to repair the intercom system and requiring the respondent to compensate her for loss of the

intercom facility. The applicant did not specify the quantum of compensation she thought would be reasonable.

The respondent's property manager stated that they had taken action to repair the intercom system but during the process of repair, the contractor had discovered a faulty transformer which was considered to be a safety hazard and it was decided that the system had to be shut down and replaced. The property manager stated that they had received two quotations for the work and had awarded the contract for replacement. The contractor advised them that the parts required would have to be ordered but the property manager stated that the work would be completed on or before September 28, 2013. The respondent's property manager stated that they had done their best to address the issue promptly but the expense of a new system dictated that they get several quotes and the nature of the equipment was such that it was not available locally.

Intercom systems are specifically included in the definition of "service and facilities" in the *Residential Tenancies 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.

Section 30 obligates the landlord to provided and maintain services and facilities 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.

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

Clearly the maintenance and repair of the intercom system is the respondent's obligation. The applicant notified the respondent of the intermittent problem some years ago but it appears the landlord took no action to address the issue until the reliability of the system became a significant issue for the applicant. It is perhaps fortunate that the current property manager took more prompt action to address the problem, given the safety issue that was subsequently discovered.

Clearly, the applicant was deprived of a service and facility which the landlord was obligated to supply. I find the respondent in breach of section 30 of the Act. An order shall issue requiring the respondent to repair or replace the intercom system on or before September 30, 2013.

In considering reasonable compensation for the loss of this service, I have considered the following:

- The intercom system was non-operational after August 1, 2013. Before that date, it operated intermittently.
- The value of the intercom system to the applicant and the inconvenience caused by

the respondent's failure to repair the system increased significantly after August 1, 2013 due to the total shutdown of the system and the physical condition of the applicant.

- The applicant took no action to seek an order until August 28, 2013. Before that date, I assume the applicant considered the intermittent failure of the system to be only a minor inconvenience as she sought no remedy via an application to a rental officer. The *Residential Tenancies Act* requires that applications be made within six months of the alleged breach.
- Although, I recognize that the current property manager is acting to address this issue, I also recognize that the landlord ignored the problem for many months before it became critical.

In my opinion, reasonable compensation is \$260 plus \$3.25/day for each day after September 30, 2013 that the intercom remains inoperative. I calculate the \$260 as follows:

February - July, 2013 @ \$10/month	\$60
August, 2013	100
September, 2013	<u>100</u>
Total	\$260

An order shall issue requiring the respondent to pay the applicant \$260 plus \$3.25/day for each day after September 30, 2013 that the intercom remains inoperative and the applicant is in possession of the premises.

Hal Logsdon
Rental Officer