

IN THE MATTER between **LENA GARGAN**, 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:

LENA GARGAN

Applicant/Tenant

- and -

NPR LIMITED PARTNERSHIP

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 30(4)(d) and 33(3)(c) of the *Residential Tenancies Act*, the respondent shall pay compensation to the applicant for failure to maintain the heating system resulting in a loss of heat in the amount of one hundred ninety eight dollars and sixteen cents (\$198.16).
2. Pursuant to sections 30(4)(c) and 33(3)(e) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 211, 490 Range Lake Road, Yellowknife, NT shall be terminated on January 31, 2014 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 31st day of January, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **LENA GARGAN**, 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:

LENA GARGAN

Applicant/Tenant

-and-

NPR LIMITED PARTNERSHIP

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: January 29, 2014

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lena Gargan, applicant
Connie Diener, representing the respondent

Date of Decision: January 29, 2014

REASONS FOR DECISION

The applicant alleged that the residential complex was so noisy that she was unable to sleep properly. She testified that there were constant disturbances in the building at all hours of the night. She stated that she had notified the landlord on numerous occasions but nothing had been done. The applicant submitted a letter of complaint sent to the landlord in evidence. As well, the applicant provided a letter from her employer to the landlord in evidence outlining the problem.

The applicant also alleged that there was no heat in the apartment on December 29, 2013. She stated that the radiators were cold and she had to wear several layers of clothing and use her oven in order to stay warm. She stated that she called the landlord who sent a serviceman to the premises but left without restoring the heat. The applicant left the apartment and stayed in a hotel that night. She submitted a receipt for \$198.32 and sought an order compensating her for the hotel cost.

The applicant also sought an order terminating the tenancy agreement. The tenancy agreement between the parties was made for a term ending on September 30, 2014.

The respondent stated that they were willing to terminate the tenancy agreement on January 31, 2014 and the applicant agreed to that date.

The respondent opposed the applicant's request for compensation. They did not deny that the heat

had been interrupted, but stated that one of their maintenance staff had attended the premises and reported that it was not cold enough in the apartment to warrant paying for a hotel. The respondent's representative had no direct knowledge of the temperature in the apartment nor was there any report or other evidence provided by the respondent indicating the temperature in the premises.

On the balance of probabilities I find that the applicant had good reason to seek a warmer place to spend the night of December 29. The fact that the respondent had to wear several layers of clothing and keep her oven on indicates to me that the temperature was unusually low. The applicant currently has a balance of rent owing of \$0.16. I shall reduce the compensation by that amount and issue an order requiring the respondent to pay the applicant compensation of \$198.16.

Although the parties verbally agreed to terminate the tenancy agreement on January 31, 2014 such an agreement must be made in writing. Since no agreement was made in writing, I shall terminate the agreement by order pursuant to sections 30(4)(c) and 33(3)(e).

Hal Logsdon
Rental Officer