

IN THE MATTER between **BRENNAN STEEMERS**, 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:

BRENNAN STEEMERS

Applicant/Tenant

- and -

NPR LIMITED PARTNERSHIP

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 40(2) of the *Residential Tenancies Act*, the respondent shall comply with their obligation to provide secure entry doors to the residential complex by repairing or replacing the buzzer system to ensure security.
2. Pursuant to section 30(4)(a) of the *Residential Tenancies Act*, the respondent shall repair or replace the security camera system in the residential complex to ensure proper operation.
3. Pursuant to section 30(4)(a) of the *Residential Tenancies Act*, the respondent shall replace

the door and locking mechanism giving entry to the applicant's apartment to ensure security and proper operation.

4. Pursuant to section 30(4)(d) of the *Residential Tenancies Act*, the respondent shall pay compensation to the applicant for loss of the security system for the mail door to the building and the security cameras and the failure of the landlord to adequately repair the door to the rental premises in the amount of seven hundred twelve dollars (\$712.00).

DATED at the City of Yellowknife, in the Northwest Territories this 18th day of March, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **BRENNAN STEEMERS**, 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:

BRENNAN STEEMERS

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: Brennan Steemers, applicant
Connie Diener, representing the respondent

Date of Decision: March 18, 2014

REASONS FOR DECISION

The applicant testified that the door giving entry to the residential complex was not secure and permitted anyone to freely enter the building. The applicant stated that on October 28, 2013 someone entered the building, broke into his apartment and stole his personal property which he valued at \$3810.89. The applicant stated that he had repeatedly notified the landlord that the door, operated by a buzzer system, was inoperative. The applicant also stated that the security camera system had been disabled by someone who had spray-painted the lens. The applicant sought an order requiring repairs to the security systems and the entry door to his apartment and compensation for the loss of his personal goods which were uninsured.

The applicant provided itemized replacement costs of the stolen goods which totalled \$3810.89.

The respondent did not dispute the facts as presented by the applicant. Correspondence between the parties indicated that the respondent was currently reviewing the security of all their buildings and that the apartment door would be replaced by January 10, but the work remains outstanding. The respondent denied any liability for the loss of the personal goods stating that the personal goods should have been covered under the tenant's insurance.

The rental officer interviewed the RCMP officer who investigated the break and enter at the premises. She stated that the buzzer system for the main entry door to the residential complex was inoperative and the door unlocked. She stated that she was able to easily enter the building simply by opening the door and that any person could enter the building without difficulty.

Section 40 of the *Residential Tenancies Act* obligates the landlord ensure doors to the premises and the residential complex prevent unauthorized entry. Although this section permits orders requiring compliance with the obligation and sets out the breach as an offense, it does not permit orders for monetary compensation.

- 40. (1) A landlord shall cause to be installed in the rental premises, including the door giving entry to a residential complex, devices necessary to make rental premises reasonably secure from unauthorized entry.**
- (2) 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 shall make an order requiring the landlord to comply with this obligation.**
- (3) A landlord who does not comply with subsection (1) is guilty of an offence and liable on summary conviction to a fine not exceeding \$500.**

Section 30 of the Act obligates the landlord to provide and maintain the premises and the residential complex in a good state of repair and includes all services and facilities provided by the landlord.

- 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.**

Services and facilities include intercom systems and security services or facilities.

"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(4)(d) does permit orders for compensation.

- 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.**

In my opinion, the applicant's loss of personal property is not directly related to the landlord's breach of their obligation to maintain the security systems. Certainly the landlord's failure to maintain or repair the security systems made the break and enter somewhat easier for the perpetrator but it did not necessarily lead to or result in the crime. It is not the same as, for example, a landlord's failure to attend to the repair of a leaky roof which results in water damage to a tenant's property. Therefore, the applicant's loss can not be based on the value of the personal property.

In my opinion, the applicant's loss is the use and enjoyment of a working security system for the main door, a working security camera and a secure door to his apartment. The rent paid by the applicant includes the security facilities and the landlord is obligated to maintain them in a good state of repair.

The applicant's apartment door was badly damaged on October 28, 2013. As of the date of the hearing, January 29, 2014 it had only been temporarily repaired. The applicant stated that the door was not secure and the photographs of the door appear to support his testimony. In my opinion the simple replacement of a door should not take this long.

An order shall issue requiring the respondent to repair or replace the main entry door security system in order to ensure that unauthorized persons do not enter the building. The respondent is also ordered to repair or replace the security camera system to ensure proper operation. The respondent shall also be ordered to repair or replace the applicant's apartment door and to pay the applicant compensation in the amount of \$712.

I have calculated the compensation as a percentage of the monthly rent. In my opinion 15% is a reasonable estimate of the facilities which have not been provided by the respondent. I calculate the compensation of \$712 as follows:

November and December	$2 \text{ months} \times \$1570 \times 15\% = \$471$
January	$1 \text{ month} \times \$1605 \times 15\% = \241
Total	<u>\$712</u>

The applicant may elect to deduct the compensation from future rent payable.

Should the respondent fail to satisfy this order, the applicant may file another application seeking additional relief.

Hal Logsdon
Rental Officer