

IN THE MATTER between **NADINE RALPH AND DARRELL RALPH**, Applicants,
and **PATTY KANAPETRADU**, 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:

NADINE RALPH AND DARRELL RALPH

Applicant/Tenants

- and -

PATTY KANAPETRADU

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of
November, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **NADINE RALPH AND DARRELL RALPH**, Applicants,
and **PATTY KANAPETRADU**, 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:

NADINE RALPH AND DARRELL RALPH

Applicants/Tenants

-and-

PATTY KANAPETRADU

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: **October 8, 2014**

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

Appearances at Hearing: **Nadine Ralph, applicant**
 Darrell Ralph, applicant
 Patty Kanapetradu, respondent

Date of Decision: **October 8, 2014**

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on September 20, 2014 when the applicants vacated the premises. The applicants alleged that the respondent had breached the tenancy agreement by failing to provide services and facilities which were set out in the tenancy agreement and sought an order for monetary compensation of \$2885.37.

The rental premises were contained in the home of the respondent and the parties shared kitchen and laundry facilities. The respondent previously filed an application seeking the termination of the tenancy agreement pursuant to section 57(b) of the *Residential Tenancies Act*, alleging that the parties had significant differences which made the continuation of the tenancy agreement unfair to either party. At the hearing, held on August 27, 2014 it was apparent from testimony from both parties that the tenancy agreement should be terminated but before the hearing was concluded, Mr. and Ms Ralph announced that they were moving out and the application was subsequently withdrawn and no order issued.

The applicants now seek the cost of eating in restaurants during the term of the tenancy agreement because they felt too intimidated to use the shared kitchen facilities. The respondent testified that she never forbade the applicants from using the kitchen. She stated that their decision to not use the kitchen was entirely their own and stated that she had also avoided using the kitchen due to the stress that it created for herself. The applicants acknowledged that they were not told by the landlord that the kitchen could not be used but instead decided to forgo

using it to avoid contact with the landlord.

In my opinion, the use of the kitchen facilities was not withdrawn by the respondent and no compensation for meals is warranted.

The applicants also alleged that they were deprived of internet use for one night. The respondent stated that she was unaware of any loss of service. I find no evidence to support the applicants' allegation. If there was a break in service the amount of compensation would be trivial. The claim for compensation is denied.

The applicants alleged that they were deprived of the use of the laundry room because the respondent had established a rule that the laundry facilities could only be used from 10AM to 7PM. This rule was made in writing and made known to the applicants. The *Residential Tenancies Act* permits a landlord to establish rules as long as they are made known to tenants, in writing and reasonable. In a residential complex such as this one, it is not unreasonable to establish hours for the use of the laundry facilities. The hours established are not, in my opinion, unreasonable. The relief sought by the applicants is denied.

The applicants also alleged that the premises were cold at night and sought unspecified monetary relief. The respondent denied that the premises were unreasonably cold at night. No evidence regarding temperature readings or dates were provided nor was there any quantum of relief indicated. Given that this tenancy agreement was in effect from July 20 to September 20, 2014 it

is difficult to accept that the premises were unreasonably cold during the night. The applicants' request for compensation is denied.

In my opinion, there is no basis for any of the relief sought by the applicants. The application is dismissed.

Hal Logsdon
Rental Officer