

IN THE MATTER between **Nirmal Kumar Murugesan**, 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, **Adelle Guigon**, Deputy Rental Officer, regarding a rental premises located within the **city of Yellowknife in the Northwest Territories**.

BETWEEN:

NIRMAL KUMAR MURUGESAN

Applicant/Tenant

- and -

NPR LIMITED PARTNERSHIP

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 30(4)(a) of the *Residential Tenancies Act*, the respondent must comply with their obligation to maintain the services and facilities provided at the residential complex located at 42 Con Road in Yellowknife, Northwest Territories, in a good state of repair by completing repairs to the intercom system.
2. Pursuant to section 30(4)(d) of the *Residential Tenancies Act*, the respondent must compensate the applicant for loss suffered in the amount of \$540.00 (five hundred forty dollars).

DATED at the City of Yellowknife in the Northwest Territories this 19th day of January 2016.

Adelle Guigon
Deputy Rental Officer

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BETWEEN:

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REASONS FOR DECISION

<u>Date of the Hearing:</u>	January 14, 2016
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	Nirmal Kumar Murugesan, applicant Metslal Mesgun, representing the respondent
<u>Date of Decision:</u>	January 14, 2016

REASONS FOR DECISION

An application to a rental officer made by Nirmal Kumar Murugesan as the applicant/tenant against Northern Property as the respondent/landlord was filed by the Rental Office December 7, 2015. The application was made regarding a residential tenancy agreement for the rental premises known as #108, 42 Con Road, in Yellowknife, Northwest Territories. The applicant personally served a copy of the filed application on the respondent December 7, 2015.

The applicant alleged the respondent had failed to effectively repair the intercom system to the residential complex in a timely manner and sought an order for compensation and to effect the necessary repair. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for January 14, 2016, in Yellowknife, Northwest Territories. Mr. Nirmal Kumar Murugesan appeared as applicant. Ms. Metslal Mesgun appeared representing the respondent.

Preliminary matters

The application to a rental officer identifies the landlord as Northern Property. The written tenancy agreement between the parties identifies the landlord as NPR Limited Partnership. Ms. Mesgun confirmed at hearing that Northern Property and NPR Limited Partnership are recognized as the same organization. Ms. Mesgun also confirmed that NPR Limited Partnership was in the process of changing their operating name to Northview Apartments, although formal notification has not been made to the tenants of the residential complex at 42 Con Road as yet. It was agreed that the proper identification of the landlord in this application should comply with that identified in the written tenancy agreement. The style of cause in this matter going forward will reflect the respondent/landlord as NPR Limited Partnership.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for the rental premises identified as #108, 42 Con Road, in Yellowknife, Northwest Territories. The tenancy commenced May 1, 2015, with a monthly rent of \$1,200. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the *Residential Tenancies Act* (the Act).

Intercom system

It was established at hearing that the intercom system for the residential complex in question had not been working since some time before the applicant moved into the rental premises. The applicant was not made aware of this fact and was led to believe the system was working. The system is designed to call a designated telephone number when the apartment buzzer is activated by someone seeking entry to the building; the tenant would then be able to activate the door release mechanism from the designated telephone number, granting access to the building. At the time of the applicant's move-in, the landlord's move-in representative was not certain the system would work with a long-distance cell phone number; he indicated to the applicant he would make inquiries and get back to the applicant regarding programming his unit into the intercom system.

The applicant had received no follow-up communication from the respondent by September 2015. The applicant testified that by and large over the summer months the issue of the intercom system was a relatively low priority for him, and being an IT specialist himself he understood the difficulties that could be faced with technology. However, as the summer progressed he began experiencing a greater amount of inconvenience, including whenever he had guests or deliveries. The applicant emailed the respondent on September 14, 2015, inquiring about entering his number into the intercom system and receiving a positive response to the request. No indication was made by the respondent's representatives that there was a problem with the system as a whole until late October, at which time the respondent believed there may be a wiring problem. The complexity of the problem was not confirmed to the applicant by the respondent until November 19th, after multiple requests had been made by the applicant regarding the issue.

A local electrical contractor was hired to find the problem and repair the system, which the parties agreed had been completed approximately January 7, 2016. However, the repair of the system only went so far as permitting a designated telephone number to be called when the apartment buzzer is activated at the residential complex, it did not go so far as to permit the tenant to activate the door mechanism to permit entry to the building through the telephone. This problem has been identified as a programming error, and is not limited to this applicant. The respondent's in-house maintenance staff do not have the training required to address programming errors in this particular intercom system. The respondent has been making efforts since December 9, 2015, to arrange for the system specialists to attend in Yellowknife to effect the programming repairs and train the in-house staff.

Section 30(1)(a) of the Act specifies that a landlord shall provide and maintain all services and facilities provided by the landlord, whether or not included in a written tenancy agreement, in a good state of repair during the tenancy. “Services and facilities” are defined in the Act as including intercom systems. Section 30 does not establish blame or fault for the necessary repairs and maintenance; in context with this case, section 30 establishes the obligation for maintaining the property in a good state of repair as the landlord’s. It has been established that the intercom system has not been maintained in a good state of repair throughout the applicant’s tenancy – a period to date of nearly nine months – and that the efforts to repair the intercom system were not effected in a timely manner. I find the respondent in breach of their obligation under section 30(1)(a).

Compensation

Having established that the intercom system is provided by the landlord and comprises a component of the services and facilities for which the monthly rent is meant for, and that the applicant has not received that component throughout his tenancy to date, I am satisfied the applicant’s request for compensation is appropriate. Compensation will be calculated at a rate of five percent of the monthly rent for each month the intercom was not functioning, that being from May 2015 to January 2016, and calculated as follows:

$$\text{\$1,200 monthly rent} \times 5\% = \text{\$60} \times 9 \text{ months} = \text{\$540}$$

The applicant has leave to make future application for additional compensation should the landlord fail to complete repairs to the intercom system in a timely manner.

Order

An order will issue requiring NPR Limited Partnership to complete repairs to the intercom system and to compensate Mr. Nirmal Kumar Murugesan in the amount of \$540.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Tenancy agreement

Exhibit 2: Email conversation between Nirmal Kumar Murugesan and Jenna Conrad dated September 14, 2015

Exhibit 3: Email conversation between Nirmal Kumar Murugesan, Scott Lefrancois, and Jenna Conrad dated October 19, 21, and 27, 2015

Exhibit 4: Email conversations between Nirmal Kumar Murugesan and Connie Diener dated November 10 and 19, 2015

Exhibit 5: Resident ledger dated January 13, 2016

Exhibit 6: Email conversation between Rick Anda, Rob Shearer, Colleen Wellborn, Tea Babameto, and rbailey, dated from December 9, 2015, to January 12, 2016

Exhibit 7: Invoice number T0925 from DT Electric Ltd. dated January 7, 2016