

IN THE SUPREME COURT OF THE NORTHWEST TERRITORIES

BETWEEN:

DIANE ROBINSON

Appellant

- and -

HAY RIVER MOBILE HOME PARK LTD.

Respondent

MEMORANDUM OF JUDGMENT

[1] This is an appeal pursuant to s.87 of the *Residential Tenancies Act*, R.S.N.W.T. 1988, c.R-5.

[2] The appellant (represented by Mr. Harvey Werner as her agent) leases a trailer site in the respondent's trailer park. In 1999, the electrical utility and the Electrical Protection Branch of the territorial government's Department of Safety Services decreed that the electrical services to the park had to be upgraded. The tenants of the park pay for their utilities. The respondent informed all tenants that the cost of the upgrades (specifically the installation of a mast which would be owned by the tenant) would be shared by the respondent and each tenant. If a tenant had not completed the upgrade by a certain date, power would be disconnected.

[3] In October 1999, the appellant filed an application to the Rental Officer alleging breaches of s.30(1) of the Act (requiring the landlord to maintain the rental premises in good repair and in compliance with all safety standards) and s.33(2) of the Act (prohibiting the withholding of vital services). Prior to the hearing by the Rental Officer, the appellant had the upgrade work done at a cost of \$1,658.37 (paid by a grant from the Northwest Territories Housing Corporation). The appellant seeks compensation. As it turned out, power to the appellant's premises was never disconnected.

[4] The Rental Officer, in a decision released on May 5, 2000, dismissed the application. In doing so he held that the decision to upgrade the system was that of the electrical supplier and he, the Rental Officer, had no jurisdiction to deal with that issue.

The appellant submits here that the Rental Officer erred in not holding the respondent solely responsible for the upgrade work and in not awarding compensation of \$1,658.37.

[5] The respondent did not appear on this appeal although it was served with notice of the hearing date.

[6] In my opinion, the Rental Officer was correct in saying that he had no jurisdiction to review either the necessity of the upgrade work or whether it complied with any applicable by-laws. That does not, however, address the question of who, as between tenant and landlord, should bear the cost. That is a matter within the Rental Officer's jurisdiction. In this case the Rental Officer found in any event that the appellant did not suffer any damage or reduction of service. That was a conclusion open to him to make based on the evidence. The appellant paid no money for the upgrade work. It was paid by a grant from the Housing Corporation. The appellant's agent confirmed that there is no legal obligation to pay back that money. Hence, the appellant has suffered no loss and is not entitled to compensation.

[7] The appeal is dismissed but without costs.

J.Z. Vertes,
J.S.C.

Dated at Yellowknife, NT
this 1st day of September 2000

To: Rental Officer
Harvey Werner (Appellant)
No.19, 61 Woodland Drive, Hay River, NT XOE OR8
Hay River Mobile Home Park Ltd. (Respondent)
25 Studney Drive, Hay River, NT XOE OR6

CV 08947

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