

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **BRAHIM ZIDOUNE**, 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,
regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

- and -

BRAHIM ZIDOUNE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 23rd day of March,
2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **BRAHIM ZIDOUNE**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

BRAHIM ZIDOUNE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 21, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Krista Cooper, representing the applicant
Brahim Zidoune, respondent

Date of Decision: March 21, 2006

REASONS FOR DECISION

The rental premises of the respondent became infested with bedbugs. The respondent notified the landlord who arranged to have the premises fumigated and the residential complex inspected.

The applicant testified that the infestation was limited to the respondent's rental premises. The applicant seeks compensation for the costs of fumigation in the amount of \$1433.80.

The respondent testified that he had notified the landlord as soon as he became aware of the infestation. He stated that he had lived in the apartment since 2002 and the bedbugs had only appeared recently. He stated that he was employed as a taxi driver and came into contact with a lot of people as a result of his work.

The application was made pursuant to section 42 of the *Residential Tenancies Act* which obligates a tenant to repair damages to rental premises and provides a remedy of compensation.

42.(1) A tenant shall repair damage to the rental premises and the residential complex caused by the wilful or negligent conduct of the tenant or persons who are permitted on the premises by the tenant.

It is the contention of the applicant that the bedbugs must have been introduced to the respondent's premises by the respondent or persons he permitted on the premises because the inspection of the complex, including adjoining apartments did not reveal any infestation. If that was so, was the introduction of the bedbugs wilful or negligent conduct? In my opinion, it was neither. Certainly, no one would wilfully introduce bedbugs to their premises. If the bedbug were an insect which thrived in filth or was attracted to unsanitary conditions, then the negligent

failure to maintain the premises reasonably clean could certainly contribute to the infestation.

However, there is no evidence that the premises were unclean and the bedbug is not that type of insect. The common bedbug feeds on blood and is content in almost any environment so long as a blood host (preferably human) is available. They are also known as one of the great travellers of the insect world, transported from place to place in clothing, luggage, books, etc., which is why they are so widely distributed throughout the world. Given the descriptions of the bedbug I have read, it is clear that anyone may be subject to introducing a bedbug almost anywhere, regardless of their lifestyle, housekeeping or hygiene. It would appear that one does not have to be negligent in any way in order to introduce bedbugs to your premises, only unlucky. Even assuming that the respondent or his guests introduced the bedbugs to his premises, I can not find the respondent negligent and can not therefore find a breach of section 42.

If evidence suggested that an unclean condition occurred as a result of the infestation, relief could be considered pursuant to section 45(2).

45(2) A tenant shall maintain the rental premises and all services and facilities provided by the landlord of which the tenant has exclusive use in a state of ordinary cleanliness.

Notwithstanding the infestation, I do not find from the evidence that the premises were unclean.

For these reasons, the application shall be dismissed.

Hal Logsdon
Rental Officer