

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **SIDDIQ BOLAD**, 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:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

SIDDIQ BOLAD

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of June, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **SIDDIQ BOLAD**, 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:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

-and-

SIDDIQ BOLAD

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 24, 2014

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Marie Laberge, representing the applicant
Siddiq Bolad, respondent
Khamis Abdullah, witness for the respondent

Date of Decision: June 10, 2014

REASONS FOR DECISION

This application was made pursuant to section 42 of the *Residential Tenancies Act* and sought monetary relief for the landlord's expenses to fumigate the respondent's apartment due to an infestation of bedbugs. The applicant alleged that the respondent failed to follow the instructions to prepare for the fumigation of the apartment. The applicant sought relief of \$882.

The applicant provided photographs of the apartment, their invoice to the respondent, invoices from the exterminator and emails from the exterminator to the landlord regarding the work done and the preparation for fumigation.

The applicant testified that prior to fumigation, the respondent was given an information sheet outlining what steps the tenant must take in preparation for the fumigation. The applicant was unable to provide the information sheet in evidence, stating that it had been destroyed. The applicant stated that the tenant's failure to be prepared for the fumigation resulted in charges being levied for the cost of three fumigation treatments plus a pro-rated cost of travel for the exterminator.

The respondent disputed the allegations, testifying that he had been, on all three occasions, prepared for the fumigation and had followed the instructions provided to him by the landlord. He stated that he had lived in the premises for a long time and that his apartment and others had been fumigated previously. He stated that he had always followed the instructions and had never

been charged for the landlords expenses before. The respondent's witness testified that the apartment was prepared in accordance with the landlord's instructions and added that the exterminator entered the apartment without any written notice. There was no evidence presented at the hearing indicating that the applicant had provided written notice to enter in accordance with the *Residential Tenancies Act*.

The relevant sections of the *Residential Tenancies Act* are as follows:

- 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.**
- (2) Ordinary wear and tear of rental premises does not constitute damage to the premises.**
- (3) Where, on the application of a landlord, a rental officer determines that a tenant has breached the obligation imposed by this section, the rental officer may make an order**
- (a) requiring the tenant to comply with the tenant's obligation;**
 - (b) prohibiting the tenant from doing any further damage;**
 - (c) requiring the tenant to compensate the landlord for loss suffered as a direct result of the breach;**
 - (d) authorizing any repair or other action that is to be taken by the landlord to remedy the effects of the tenant's breach;**
 - (e) requiring the tenant to pay any reasonable expenses directly associated with the repair or action; or**
 - (f) terminating the tenancy on the date specified in the order and ordering the tenant to vacate the rental premises on that date.**
- 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.**

- 26. (1) A landlord shall not enter rental premises except as provided by this section and section 27.**
- (2) A landlord has the right to enter rental premises, and a tenant shall permit the landlord to enter,**
- (a) to perform the landlord's obligations under this Act and the tenancy agreement;**
 - (b) to inspect the rental premises where the tenant has requested the consent of the landlord to an assignment or subletting;**
 - (c) to show the rental premises to prospective tenants where**
 - (I) the tenant has given notice to terminate the tenancy,**
 - (ii) the landlord and tenant have agreed to terminate, or**
 - (iii) a rental officer has made an order terminating the tenancy;**
 - (d) to show the rental premises to prospective purchasers of the residential complex;**
 - (e) to inspect the rental premises every six months;**
 - (f) to permit a mortgagee or prospective mortgagee or an insurer or prospective insurer to inspect the premises where a mortgage or insurance coverage is being arranged or renewed on the residential complex;**
 - (f.1) to conduct an inspection under section 15; or**
 - (g) to inspect the rental premises on the day the tenant is required to vacate the premises to determine if the tenant has fulfilled the tenant's obligations under this Act and the tenancy agreement.**
- (3) A landlord who intends to exercise the right to enter under subsection (2) shall give written notice to the tenant at least 24 hours before the first time of entry under the notice, specifying the purpose of the entry and the days and the hours during which the landlord intends to enter the rental premises.**

There is no evidence to suggest that the respondent introduced the bedbugs to the rental premises or the residential complex. The invoices from the exterminator indicate that many other apartments in the residential complex have been treated for bedbugs and treatments for both crickets and ants have also been undertaken by the exterminator. Clearly much of the residential complex has been infested and the source of the original infestation is impossible to ascertain. In

any case, any introduction of the pests would not have been wilful or negligent on the part of any tenant.

Pursuant to section 30 of the Act, the landlord is clearly obligated to maintain the premises in a good state of repair regardless of the situation and an infestation of bedbugs would clearly render the apartment unfit for habitation. The landlord is obligated to deal with the extermination of the bedbugs. However, the failure of a tenant to cooperate with the landlord with the fumigation process could, in my opinion constitute a breach of section 42 if it directly resulted in a continuing re-infestation of the bedbugs.

The memos from the exterminator to the applicant suggest that specific instructions were provided to the landlord regarding preparation for the fumigation and that the respondent failed to completely comply with these instructions. There is no evidence however to show that the exterminator's instructions were accurately communicated to the respondent or that the respondent was given notice as to when the exterminator would undertake the work.

The invoices indicate that multiple applications were made on numerous apartments suggesting that more than a single application may be required to eliminate the pests. The memos from the exterminator to the applicant suggest that on each of the three application dates, there was evidence of bedbug infestation and recommendations were made to the landlord concerning disposal of certain items. There is no evidence that these recommendations were provided to the respondent.

The invoices also indicate that the applications were made in May and June of 2013. There is no evidence that there has been a continuing infestation in the premises after June, 2013.

For these reasons I find, on the balance of probabilities, that the applicant has failed to prove a breach of section 42 and the application is dismissed.

Hal Logsdon
Rental Officer