

IN THE MATTER between **NTHC**, Applicant, and **K.F.**, 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**, Rental Officer,

BETWEEN:

NTHC

Applicant/Landlord

-and-

K.F.

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	August 16, 2016
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	E.N., representing the applicant C.O., representing the applicant K.F., respondent
<u>Date of Decision:</u>	August 16, 2016

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of the NTHC as the applicant/landlord against K.F. as the respondent/tenant was filed by the Rental Office May 16, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories.

The applicant alleged the respondent had failed to permit entry by the landlord upon being given notice of intent in accordance with section 27 of the *Residential Tenancies Act* (the Act). An order was sought for the respondent to comply with her obligation to permit entry and to compensate the applicant for any losses suffered as a result of the breach.

A hearing was scheduled for August 16, 2016, in Yellowknife, Northwest Territories. Ms. E.N. and Mr. C.O. appeared representing the applicant. Ms. K.F. appeared as respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing June 1, 2015. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the Act.

Entry

The residential complex in question is known to have been infested with cockroaches for several years, during which time the building owners have repeatedly treated individual apartments and common areas. Notices of intent to enter to conduct the treatments, along with preparation instructions, are usually given to the affected tenants in person, either by giving it directly to them or sliding them under the apartment door.

The parties agreed that the respondent is usually diligent in cooperating with the building owners by preparing the apartment and permitting entry. The respondent testified that she had not received the notice of intent to enter on May 5, 2016, and as such was caught unprepared and unable to permit the treatment to occur. The parties agreed that there have been no issues since, and that this was a single uncharacteristic incident.

The applicant's representative confirmed an application to a rental officer after a single incident would not normally be made. However, in this instance the difficulties the building

owners have had in eradicating the cockroach infestation has necessitated the regular and continuous cooperation of the tenants in the building and denying entry for treatment can have additional time-consuming consequences. Additionally, this incident came directly on the heels of the same incident with another tenant, and as such the applicant felt it important to send a message to other tenants in the building that denying entry for the cockroach treatments could not be tolerated. The respondent understood this argument, and other than her reasonable frustration with the ongoing infestation problem, had no issues with the applicant or with continuing to cooperate with the treatments.

I am satisfied the respondent failed once to comply with her obligation to permit the landlord's entry into the rental premises and an order will issue requiring the respondent not to breach that obligation again.

Adelle Guigon
Rental Officer