

IN THE MATTER between **NPRLP**, Applicant, and **MG**, 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:

NPRLP

Applicant/Landlord

-and-

MG

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	February 7, 2018
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	BL, representing the applicant HC, representing the applicant MG, respondent
<u>Date of Decision:</u>	March 13, 2018

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the applicant/landlord against MG as the respondent/tenant was filed by the Rental Office October 17, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the respondent by email, which the respondent confirmed on January 10, 2018, that she received.

The applicant alleged the respondent had repeatedly failed to pay rent and had accumulated rental arrears. An order was sought for payment of the rental arrears.

A hearing was originally scheduled for January 24, 2018. That hearing was postponed at the request of the respondent. The hearing was re-scheduled to February 7, 2018, in Yellowknife. BL and HC appeared representing the applicant. MG appeared by telephone.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing January 24, 2017, for a fixed-term to January 31, 2018. The respondent vacated the rental premises, ending the tenancy effective October 31, 2017. I am satisfied a valid tenancy agreement was in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The resident ledgers entered into evidence represent the landlord's accounting of monthly rent, late payment penalties, and payments received against the respondent's rent account. The rent was established at \$1,670 per month. The late payment penalties have been calculated in accordance with the Act. The last payment received against the rent account was recorded July 26, 2017, in the amount of \$500. The security deposit of \$835.31 was retained against the rental arrears.

Pet fees of \$25 per month were included in the resident ledger. There is a condition in the written tenancy agreement identifying the non-refundable pet fee, however, that fee is contrary to the Act given there are provisions for a refundable pet security deposit. The pet fees are denied and the total of \$200 will be deducted from the resident ledger balance.

The resident ledger accounts for rent up to and including October 2017. The respondent vacated the rental premises in October 2017, but the tenancy agreement was fixed to January 31, 2018. The applicant's representatives testified and provided evidence of their due diligence in attempting to re-rent the rental premises for as soon after the respondent vacated as possible, however, they were unable to re-rent the premises prior to February 1, 2018. While the applicant may be entitled to the rents for November, December, and January from the respondent, they are not making a claim for those rents.

The respondent did not dispute the accuracy of the landlord's accounting, acknowledging the debt and accepting responsibility for it. However, she did raise arguments in support of an abatement of rent due to her claims of a bedbug infestation preventing her from residing at the rental premises. That issue will be discussed later in these reasons. The requested abatement of rent is denied.

I am satisfied the amended resident ledger accurately reflects the current status of the respondent's rent account. I find the respondent has accumulated rental arrears in the amount of \$7,082.69.

Repairs and cleaning

The applicant submitted an updated resident ledger which included costs claimed for replacing 11 broken blind slates, removing and disposing of garbage left in the rental premises, and cleaning of the rental premises in the total amount of \$810. The move-in and move-out inspection reports were also provided. The respondent did not dispute the applicant's claim for repairs and cleaning, accepting responsibility for the associated costs.

I am satisfied the respondent caused damages to the rental premises and failed to adequately clean the rental premises upon vacating. I find the respondent liable to the applicant for costs of repairs and cleaning in the amount of \$810.

Bedbugs

The respondent claimed that her premises had been infested with bedbugs causing her and her son distress and resulting in her having to dispose of furniture and to reside elsewhere. The respondent requested compensation in the form of an abatement of rent and costs to replace furniture she disposed of.

The respondent testified that she had notified the applicant of the bedbugs on Friday, August 11, 2017, but the applicant did not reply until the following Monday. The respondent confirmed that the pest exterminator did treat the premises on August 14th and then again in September. The respondent claims neither treatment worked, that there were bedbugs everywhere, and that she and her son suffered bites, including on her eyelid. The respondent claims that she threw out her couch, sofa, and bedroom mattress and boxspring.

The applicant provided file memos confirming that they did receive the respondent's initial complaint late in the day on August 11th and they did reply to her on August 14th and informed her the pest exterminator would be in that same day as they were in town treating other units as well. The file memos also confirm that the respondent did complain on August 24th that there were still bedbugs in the unit. The respondent was asked to prove the presence of the bedbugs, either with a photograph or by bringing one in. When asked if any of the traps left by the pest exterminator had any bugs the respondent replied they did not. The respondent claimed she did bring a bug to the office, but none of the applicant's in-office representatives recall that.

The applicant provided reports from the pest exterminator for the treatments done to the rental premises on August 14th and September 5th. Both reports indicate there was no visible infestation in the unit. The unit was treated both times anyway, and sticky traps were left which subsequently showed no signs of infestation (i.e. no bugs were stuck to them). An email from the pest exterminator confirms that they noted on September 5th that the respondent had gotten rid of her couch and loveseat as recommended by the pest exterminator, and that there were no signs of infestation on the mattress and box spring.

The photograph provided by the respondent of her swollen eyelid is not dated and does not prove that there were bedbugs in the rental premises. While it does appear her eyelid was swollen likely from a bug bite of some sort, there are any number of bugs which could have bitten her, including mosquitoes, midges, and horseflies, all of which are common in the Northwest Territories.

The respondent provided a copy of the receipt for purchasing her mattress and boxspring in January 2017. However, there is no substantive evidence that the respondent actually disposed of the mattress and boxspring, and the pest exterminator clearly indicated there were no signs of the mattress and boxspring being infested.

The respondent provided an estimate of the cost for the couch and loveseat which she purchased through Facebook and does not have a receipt for. No indication of the age of the couch and loveseat or when the respondent purchased the couch and loveseat was provided. While it is more likely than not the respondent did dispose of the couch and loveseat on the recommendation of the pest exterminator, I am not satisfied a demonstrable monetary loss to the respondent can be established.

Section 30 of the Act requires the landlord to provide and maintain the rental premises in a good state of repair and fit for habitation, and in compliance with all health, safety, occupancy, and maintenance standards required by law. It also requires the landlord to remedy any substantial breach within 10 days of being notified of the breach. I am satisfied that the applicant complied with their obligations under this section as it relates to the claim of a

bedbug infestation in the respondent's rental premises. I am not satisfied that there was an infestation to the extent claimed by the respondent; I believe if there was it would have been evident to the pest exterminator regardless of the time of day the inspections and treatments were done, and there would have been bugs stuck to at least one of the sticky traps. The respondent's request for compensation, either in the form of an abatement of rent or the form of costs for furniture, is denied.

Orders

An order will issue requiring the respondent to pay rental arrears in the amount of \$7,082.69 and requiring the respondent to pay costs of repairs and cleaning in the amount of \$810.

Adelle Guigon
Rental Officer