

IN THE MATTER between **NTHC**, Applicant, and **AG**, 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-

AG

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	April 10, 2019
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	AS, representing the Applicant AG, Respondent TC, on behalf of the Respondent
<u>Date of Decision:</u>	April 10, 2019

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of the NTHC as the Applicant/Landlord against AG as the Respondent/Tenant was filed by the Rental Office February 22, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was personally served on the Respondent March 18, 2019.

The Applicant alleged the Respondent had repeatedly failed to maintain the rental premises in an ordinary state of cleanliness. An order was sought for the Respondent to comply with the obligation to maintain the ordinary cleanliness of the rental premises and not breach that obligation again, for authorization for the Applicant to remedy the effects of the uncleanliness at the Respondent's costs, for termination of the tenancy agreement, and for eviction.

A hearing was scheduled for April 10, 2019, by three-way teleconference. AS appeared representing the Applicant. AG appeared as Respondent with TC appearing on the Respondent's behalf.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing April 1, 2012. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Uncleanliness and bedbug infestation

In August 2018 a bed bug infestation was identified in the residential complex. The Applicant quickly and with short notice made arrangements for an exterminator to attend the building for treatments. Due to the short notice and the specific preparation requirements, accommodations were provided to all residents of the building, including temporary free storage and free laundering.

The Respondent had retrieved 15 garbage bags of clothing from storage the day before the scheduled treatment with the understanding that subsequent laundering before returning the items to storage would be at the Respondent's costs.

A supplementary treatment was scheduled for a few weeks later; the Respondent refused to permit the Applicant to return the bags to storage. It was identified at that time that the rental premises was not in an ordinary clean condition and that it was significantly cluttered. Treatment was done as best it could be.

By December the Applicant had identified a re-infestation of bed bugs in the residential complex, confined to a relatively small area and a single rental premises. By the end of December, the Respondent had reported the bedbug infestation in her rental premises.

Treatment was scheduled for February 1, 2019, and the Respondent was given two weeks notice to prepare the rental premises. The exterminator was unable to treat the rental premises because the Respondent had not prepared for the treatment and he could not access the areas required. The exterminator confirmed that there was a large bed bug infestation in the Respondent's rental premises and he suspected this was the source of the infestation. Photographs taken at the time depict a rental premises cluttered with clothing, furniture, various items, garbage bags, boxes, and debris. The Respondent was notified of these issues and the consequences should she fail to remedy the situation going forward.

The Applicant's representative personally delivered notice of a scheduled treatment in March 2019. While at the rental premises, the Applicant's representative observed that there had been no substantive changes to the condition of the premises since the exterminator attended in February. He identified for the Respondent all the areas that could not be treated if they remained in the current condition, which effectively ended up being nearly the entire apartment.

The exterminator attended the rental premises as scheduled and reported that nothing had changed in the apartment, it was not prepared for treatment, and he could not treat the apartment. Additional photographs taken by the Applicant's representative confirm the unclean and unprepared condition of the rental premises.

Given the ongoing costs associated with repeatedly hiring the exterminator, the Applicant attempted to arrange for an alternate form of treatment involving a heater. However, the Respondent would be required to practically empty the apartment before the heater could be used due to the extremely high heat required to be effective. The Respondent refused to do any of the necessary cleaning, let alone removal of the extraneous bags and boxes.

The Respondent claimed that due to her age and physical limitations she was unable to do the cleaning and moving of items that was being demanded of her. She also claimed that she was unable to secure an affordable storage unit. She did not seek the assistance of either Home Care or of Income Support.

The Applicant countered that the Respondent had repeatedly been given adequate opportunity to remedy the condition of the rental premises, not only to return it to an ordinary state of cleanliness but to prepare it for bedbug treatment. The Respondent did not make reasonable efforts to comply with her obligations, resulting in continued exposure for herself and the rest of the building to the bedbug infestation.

I find the Respondent has repeatedly failed to comply with the obligation to maintain the ordinary cleanliness of the rental premises.

The Applicant's representative was willing to withdraw their request for termination of the tenancy agreement and eviction in exchange for authorization to complete the necessary cleaning and treatment preparation if the Respondent did not do it herself by April 30, 2019. The Respondent grudgingly agreed to try and accommodate the April 30th deadline, and seemed to understand that if the Applicant ended up having to do the work for her she would have to pay the costs.

I am satisfied the Applicant's proposal is reasonable in the circumstances. Although the initial introduction of the bedbugs into the building is not being attributed to the Respondent, I do find that the Respondent's failure to maintain the rental premises in an ordinary state of cleanliness and to prepare at all for each of the attempts to date to treat the infestation have directly contributed to the ongoing presence of the bedbugs.

Orders

An order will issue:

- requiring the Respondent to comply with their obligation to maintain the rental premises in a state of ordinary cleanliness and requiring the Respondent to ensure the rental premises is fully cleaned and emptied in preparation for bed bug treatment by April 30, 2019 (p. 45(4)(a)).
- requiring the Respondent not to breach their obligation to maintain the rental premises in a state of ordinary cleanliness again (p. 45(4)(b)); and
- authorizing the Applicant to enter the rental premises and complete the work necessary to prepare the rental premises for bed bug treatment, and requiring the Respondent to pay the Applicant any reasonable expenses directly associated with that work, if the Respondent has failed to comply with the order to ensure the rental premises is fully cleaned and emptied by April 30, 2019 (p. 45(4)(d)).

Adelle Guigon
Rental Officer