

IN THE MATTER between **RP**, Applicant, and **LP**, 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 a rental premises located within the **city of Yellowknife in the Northwest Territories**.

BETWEEN:

RP

Applicant/Tenant

- and -

LP

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to paragraph 18.1(b) of the *Residential Tenancies Act*, the Respondent shall return a portion of the security deposit to the Applicant in the amount of seven hundred forty dollars and seventy-seven cents (\$740.77).

DATED at the city of Yellowknife in the Northwest Territories this 18th day of December 2020.

Hal Logsdon
Rental Officer

IN THE MATTER between **RP**, Applicant, and **LP**, 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:

RP

Applicant/Tenant

-and-

LP

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: December 15, 2020

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: RP, Applicant
LP, Respondent

Date of Decision: December 15, 2020

REASONS FOR DECISION

The parties entered into a written tenancy agreement for a term commencing on February 15, 2020, and ending on August 31, 2020. The Respondent holds a security deposit of \$1,000. The Applicant was obligated to remove snow during the winter and to cut the lawn during the summer. The parties agreed that inspections were done at the beginning and end of the tenancy, but no inspection reports were provided by either party.

The Applicant vacated the premises at the end of the term. The Respondent sent a notice to the Applicant on September 30, 2020, notifying them that they had failed to adequately clean the premises or to cut the lawn and that charges of \$60 (for cleaning) and \$199.50 (for lawn cutting) would be retained against the security deposit, and that the remaining \$740.50 would be returned to the Applicant. None of the security deposit was returned, and on October 26, 2020, the Respondent sent another notice to the Applicant stating that they had incurred additional costs for a bedbug inspection (\$446.25) and fumigation (\$1,155.00) and they were now retaining the entire security deposit. The Respondent also demanded another \$860.75 from the Applicant.

The Applicant filed an application on November 13, 2020, seeking the return of the security deposit. After the application was filed, the Respondent filed evidence of additional costs incurred related to the bedbug infestation. The Respondent provided receipts for hotel accommodations for the new tenants due to their inability to occupy the premises during the fumigation process (\$887.80) and receipts for two mattresses that had to be disposed of (\$400). The Respondent also claimed that she lost rental revenue of \$1,100 due to the infestation.

The Applicant stated that he did not dispute the charges for lawn cutting or cleaning but did not agree with the charges related to the bedbugs. He testified that there was never any evidence of bedbugs in the house during his tenancy and that there has not been any evidence of bedbugs in his current residence.

The Respondent argued that the bedbugs could only have been introduced by the tenant or his guests since there was no infestation at the commencement of the tenancy, the premises were vacant until the commencement of the current tenancy, and bedbugs were discovered by the new tenants early in their tenancy. The Respondent noted that the bedbug inspection report stated that "it would be impossible for the current tenant to be responsible for an infestation this large, taking into consideration the number of eggs found and the size of bedbugs assessed."

Section 42 of the *Residential Tenancies Act* (the Act) obligates a tenant to repair damages to the premises but only those caused by willful or negligent acts.

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.

Subsection 18(4) of the *Residential Tenancies Act* permits a landlord to retain a security deposit to pay for repairs of damages.

18. (4) A landlord may, in accordance with this section, retain all or a part of a security deposit, a pet security deposit or both for arrears of rent owing from a tenant to the landlord in respect of the rental premises, and for repairs of damage to the premises caused by the tenant or a person permitted on the premises by the tenant.

The failure to maintain the premises in a state of “ordinary cleanliness” is commonly considered “damage” in the context of retention of a security deposit provided it is a willful or negligent act.

It is the Respondent’s contention that the bedbugs were introduced by the Applicant or his guests and that his failure to rid the premises of the bedbugs is a failure to leave the premises in a clean condition and constitutes damage.

In my opinion, a landlord is responsible to remedy infestations of vermin unless it can be shown that they were *intentionally or negligently* introduced by the tenant. Certainly, no one would wilfully introduce bedbugs to their premises and the bedbug is a pest which is very easily transported from one location to another without the knowledge of the host.

I find the extermination of the bedbugs to be the responsibility of the Respondent. I shall allow the retention of the costs related to the lawn and the minor cleaning as the Applicant has acknowledged their reasonableness. I find interest on the security deposit to be \$0.27.

An order shall issue requiring the Respondent to return a portion of the security deposit to the Applicant in the amount of \$740.77 calculated as follows:

Security deposit and interest	\$1,000.27
Less lawn maintenance	(199.50)
Less cleaning	<u>(60.00)</u>
Amount due Applicant	<u>\$740.77</u>

Hal Logsdon
Rental Officer