

IN THE MATTER between **RITA BANKSLAND**, Applicant, and **NPR LIMITED PARTNERSHIP**, 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:

RITA BANKSLAND

Applicant/Tenant

- and -

NPR LIMITED PARTNERSHIP

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of January, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **RITA BANKSLAND**, Applicant, and **NPR LIMITED PARTNERSHIP**, 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:

RITA BANKSLAND

Applicant/Tenant

-and-

NPR LIMITED PARTNERSHIP

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: January 3, 2013

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Rita Banksland, applicant
Joe Otokiak, representing the applicant
Jennifer Bruce, representing the respondent
Connie Diener, representing the respondent

Date of Decision: January 9, 2013

REASONS FOR DECISION

The applicant alleged that the respondent had entered her apartment without notice in order to fumigate the premises which had become infested with bedbugs. The applicant alleged that two mattresses, a couch, a love seat and a chair had been removed from the premises due to infestation and sought compensation of \$3242.98 for their loss.

The applicant stated that she had reported the bedbug problem to the landlord in August. She stated that the fumigator entered the apartment without notice in early September and removed two mattresses, a couch, a love seat and a chair. She stated that she tried to contact the landlord by phone on three occasions to find out what happened to the furniture but her calls were never returned.

The respondent acknowledged that they had been notified of the problem in August and made arrangements with a professional fumigator to treat the apartment. The respondent stated that all tenants of the apartments scheduled for spraying were served with notices indicating the date of the treatment and instructions regarding how to prepare. A copy of the notice provided to the tenants was provided in evidence. The respondent stated that the applicant's apartment was treated on September 18, 2012.

A report from the fumigator indicating work done between September 18-20 was provided in evidence. The report indicates that the unit was infested with bedbugs and that the tenant had not

made the required preparations for treatment. An initial treatment for bedbugs was completed.

The respondent stated that the apartment was scheduled for a second treatment on October 3, 2012 and the applicant was served with a notice indicating the date and preparation instructions.

The applicant acknowledged receiving the notice. The respondent provided the fumigator's report in evidence. The report indicates that the premises were not prepared for the treatment and that the tenant entered the apartment swearing and yelling that she did not want the unit sprayed.

The respondent stated that the fumigator notified her and the applicant later consented to have the unit treated. The report also stated that a mattress and a couch were infested and were thrown out during the initial treatment in September.

There is no evidence to suggest that the infestation of bedbugs was due to either the negligence of the landlord or the tenant. The obligation to eliminate the pests belongs to the landlord. Unless the landlord fails to perform that obligation in a reasonable manner, there are no grounds for compensation to the tenant for loss of personal goods. I find no evidence to suggest that the respondent failed to take reasonable action to address the matter. The bedbug problem has been on-going in the city and the landlord has been diligent in addressing the issue. The reports indicate that the problem is being adequately addressed.

In the matter of entry to the premises, the evidence does not conclusively prove that the applicant was notified of the first treatment in September. However, the outcome would have been the same regardless of notice. The furniture would have been found to be significantly infested and

destroyed. Compensation is not warranted as the loss of the furniture is not the direct result of any improper entry.

I note also that the application requests relief for a television and compensation for three month's rent (October-December, 2012). The applicant did not request this relief at the hearing and there was no evidence presented to support either request.

For these reasons, the application is dismissed.

Hal Logsdon
Rental Officer