

IN THE MATTER between **Christopher Wood**, Applicant, and **Northern Property REIT**, 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**, Deputy Rental Officer, regarding a rental premises located within the **city of Yellowknife in the Northwest Territories**.

BETWEEN:

CHRISTOPHER WOOD

Applicant/Tenant

- and -

NORTHERN PROPERTY REIT

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 30(4)(d) of the *Residential Tenancies Act*, the respondent must compensate the applicant for loss suffered in the amount of \$1,586.67 (one thousand five hundred eighty-six dollars sixty-seven cents).

DATED at the City of Yellowknife in the Northwest Territories this 21st day of July 2015.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **Christopher Wood**, Applicant, and **Northern Property REIT**, 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**, Deputy Rental Officer,

BETWEEN:

CHRISTOPHER WOOD

Applicant/Tenant

-and-

NORTHERN PROPERTY REIT

Respondent/Landlord

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 24, 2015
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	Christopher Wood, applicant Metslal Mesgun, respondent
<u>Date of Decision:</u>	July 21, 2015

REASONS FOR DECISION

An application to a rental officer made by Christopher Wood as the applicant/tenant against Northern Property REIT as the respondent/landlord was filed by the Rental Office May 11, 2015. The application was made regarding a residential tenancy agreement for the rental premises known as #13 Hudson House, 5023 - 48 Street, in Yellowknife, Northwest Territories. The applicant personally served a copy of the filed application on the respondent May 11, 2015.

The applicant alleged the rental premises and residential complex had been infested with cockroaches for over a year, and that renovations to the common areas of the residential complex were taking too long. The applicant sought compensation for disturbing his quiet enjoyment and possession of the premises. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for June 24, 2015, in Yellowknife, Northwest Territories. Mr. Christopher Wood appeared as applicant. Ms. Metslal Mesgun appeared representing the respondent.

Tenancy agreement

The parties agreed that Mr. Wood is a tenant with Northern Property REIT occupying the rental premises known as unit #13 Hudson House in Yellowknife, Northwest Territories. The monthly rent is \$1,360.

Cockroaches

Mr. Wood testified that he complained to his landlord about cockroaches in his apartment in April 2014. The landlord responded by having an exterminator treat Mr. Wood's apartment in three week intervals, the first treatment occurring approximately three weeks after Mr. Wood filed the complaint. Those treatments were effective in reducing the infestation, but not eradicating it. A few weeks later an additional treatment was done to Mr. Wood's apartment and to the adjacent apartments; this too was only partially effective. After that the entire building was treated, however, it remains to this day infested with cockroaches. The treatments consisted of the application of a gel substance throughout the apartments for which no clean up instructions were provided.

Mr. Wood requested compensation from the landlord for having to live in the premises while it is infested with cockroaches in an amount equivalent to one month's rent for each year of infestation.

Ms. Mesgun confirmed that there is a cockroach infestation at Hudson House and that the landlord has been doing their best to resolve the problem. Environmental health officers have inspected the premises over the last year and confirmed the presence of cockroaches. An exterminator has been treating various apartments individually and the building as a whole repeatedly. Ms. Mesgun advised the most recent treatment dates occurred in March, April, and June 5th, and that another one was scheduled for June 30th.

Mr. Wood provided four photographs into evidence showing where the cockroach gel bait was applied within his apartment: the bathroom access hatch, showerhead, fan, thermostat, and light switch; the kitchen cupboards; and behind an appliance.

Ms. Mesgun provided into evidence six emails from Alta Pest Control. Five of them reported on cockroach treatments to various apartments at Hudson House occurring: July 18, 2014; August 6, 2014; August 26, 2014; November 18, 2014; and March 10, 2015. One email confirmed that Hudson House had received no treatment during Alta Pest Control's visit on September 22, 2014. Notes with the emails suggest no complaint was received from Mr. Wood to require treatment on the July 18th, August 6th, August 26th, and November 18th treatment dates. A complaint was received from Mr. Wood and his apartment was included, along with several others, in the March 10, 2015, treatment. I do not accept that these six emails represent all visits by Alta Pest Control to treat the cockroach infestation at Hudson House, nor do I accept that they represent how often Mr. Wood filed a complaint regarding the cockroaches. An additional email dated June 23, 2015, included confirmation that the last treatment at Hudson House was conducted June 5, 2015, that the next one is scheduled for June 30, 2015, and provided a copy of the report for the June 5th treatment of Mr. Wood's apartment. The report noted that Mr. Wood's apartment was well prepared for the treatment, that a baby cockroach was found in the kitchen area, that fixing the weather proof rubber seal under the front door was recommended, and that both the gel bait and Insectigone insect control powder were applied in the apartment. All the emails do reflect Alta Pest Control's recommendation that treatments occur every 14 days; all treatments reflected in both the emails and the testimonies of both parties appear to have occurred at least 19 days apart, occasionally longer.

Also provided into evidence by Ms. Mesgun is an email from Jeremy Roberts, environmental health officer, dated June 24, 2015, in which he reports on an inspection he conducted during which he found no signs of cockroaches in the common areas. He also acknowledges the landlord's efforts to resolve the problem as reasonable and satisfactory.

Section 30(1)(b) of the *Residential Tenancies Act* (the Act) requires a landlord to ensure the rental premises and residential complex complies with all health, safety and maintenance standards required by law.

I am satisfied that there are cockroaches infesting Hudson House. I am satisfied the infestation has been present since at least April 2014. Having spoken with environmental health officers, I am satisfied that the presence of cockroaches in a premises represents a health hazard to the occupants. Environmental Health has been involved in monitoring the infestation and have found the landlord's efforts to resolve the problem to be reasonable; they have not deemed the residential complex uninhabitable due to the level of infestation to date. The infestation does still persist.

Section 30 does not contain an element of fault; meaning regardless of where or how the cockroach infestation started, the landlord has an obligation to ensure the residential complex remains free of cockroaches in accordance with accepted standards of health. I am satisfied the landlord has been making repeated efforts to exterminate the infestation; I am not satisfied the efforts have been successful, that the recommended treatment frequency has been followed, or that the methods of treatment have graduated accordingly over time. I find the landlord has failed to comply with their obligation to ensure the rental premises complies with health, safety and maintenance standards.

Mr. Wood's request for compensation in an amount equal to one month's rent for every year of infestation is not unreasonable. Mr. Wood's initial complaint was filed in April 2014; the hearing for this application was held June 24, 2015. The rent is \$1,360 per month. An order will issue requiring the landlord to compensate the tenant in the amount of \$1,586.67, calculated by dividing the rent of \$1,360 by 12 months and multiplying the total by 14 months.

Renovations

Mr. Wood also testified that the landlord had commenced renovations to the common areas in March 2015. The renovations began with removal of the corridor, stairway, and entry carpets, none of which had been replaced as of the hearing date. Mr. Wood alleged that the requirement to use the floor and stairs without adequate covering or stair treads was a hazard to the users' safety, and the lengthy period of time without those protections increases the likelihood of injury. Allegations were made suggesting no building permit was in place for walls that were moved or removed, as well as for other seemingly structural work. Mr. Wood's complaints regarding the renovations were not responded to by the landlord.

Ms. Mesgun confirmed that there are renovations being done to the common areas of Hudson House and that the carpets were removed in March. The in-house maintenance workers have a planned schedule of work to be completed which is dependent on receipt of materials and attending to maintenance issues at other properties owned by the landlord. The affected common areas are cleared of debris at the end of each work day to remove any tripping hazards. The work being done on the walls and entry ways is more effectively completed before the carpets are reinstalled, hence the delay.

Mr. Wood provided three photographs into evidence of the uncarpeted corridor floor, untreaded stairs, and a floor area where part of the wall was removed. No evidence was presented substantiating whether or not the work being performed constituted a safety hazard for occupants or visitors of the residential complex.

Ms. Mesgun provided into evidence an email confirming completion of the stair treads and ceramic tile installation work by July 8th, and expected date of completion of remaining work, including installation of exterior doors and the carpets by July 13th. Also provided into evidence was a fire inspection report conducted May 31, 2015, citing deficiencies to be addressed, along with an email dated July 8, 2015, confirming all except one of the deficiencies had been addressed.

Section 30(1)(a) of the Act requires a landlord to provide and maintain the rental premises and residential complex in a good state of repair and fit for habitation. By conducting the renovations the landlord is meeting their obligations. Any issues with whether or not a building permit is required are not mine to determine. The photographs entered into evidence show that the carpets and treads have been removed, but they also show that the corridors and stairs are clear of debris. I have received no evidence supporting that using a floor or stairs that are uncovered is hazardous, other than the tenant's opinion. The work being done to the residential complex common areas is being completed by in-house maintenance workers who are also responsible for other properties. Completing the amount of work being done over three to four months is not unreasonable. I am satisfied the landlord is complying with their obligation to maintain the residential complex in a good state of repair and that the work is being done in a manner which does not unnecessarily infringe on the tenant's right to enjoy his possession of the rental premises.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Set of seven photographs

Exhibit 2: Email from Jeremy Roberts to Colleen Wellborn and Scott Lefrancois dated June 24, 2015

Exhibit 3: Emails between Connie Lane and Metslal Mesgun dated June 23, 2015

Exhibit 4: Emails from Alta Pest Control dated: July 21, 2014; August 10, 2014; September 1, 2014; September 25, 2015; November 25, 2014; March 17, 2015;

Exhibit 5: Email conversation between Ryan Tracey, Colleen Wellborn, and Scott Lefrancois dated July 8, 2015

Exhibit 6: Email from Scott Lefrancois to Metslal Mesgun dated July 8, 2015

Exhibit 7: Yellowknife Fire Department Fire Inspection Report dated May 31, 2015