

**SMALL CLAIMS COURT OF NOVA SCOTIA**

**Citation:** *Leblanc v. Markos*, 2023 NSSM 74

ON APPEAL FROM AN ORDER OF THE  
DIRECTOR OF RESIDENTIAL TENANCIES

**Date:** 20230921  
**Docket:** 526238  
**Registry:** Halifax

Between:

Shannon LeBlanc and Kevin LeBlanc

*Appellant (landlords)*

- and -

Mearig Fasil Markos

*Respondent (tenant)*

**REASONS FOR DECISION AND ORDER**

**Adjudicator:** Eric K. Slone

**Heard:** via zoom in Halifax, Nova Scotia on September 20, 2023

**Appearances:** For the Appellants, self-represented

For the Respondent, self-represented

**BY THE COURT:**

[1] This is an appeal by the landlords from a decision of the Director of Residential Tenancies dated August 18, 2023, concerning premises at 154 Herring Cove Rd., Apt. 3 in Halifax, Nova Scotia.

[2] The unit in question is a 3-bedroom apartment in a 12-unit building.

[3] The Residential Tenancies Officer in his order refused the landlord's application to terminate the tenancy on the alleged grounds that the apartment contained unauthorized occupants, and also on the alleged ground that the tenant was responsible for, and uncooperative in attempts to remedy, an infestation of cockroaches in the building. It is these two aspects of the order that are under appeal.

[4] The Residential Tenancies Officer also dismissed the landlords' claim to terminate the tenancy on the basis of alleged rental arrears. The Residential Tenancies Officer also found that the landlords imposed an illegal rent increase and were offering an unlawful "early payment discount" to tenants.

[5] The landlords' lack of success on the matters before Residential Tenancies was extraordinary given that the tenant did not participate in the hearing.

[6] A bit of history is in order. There is a written lease effective October 1, 2018. The named tenants are Mr. Markos, Genet Weldewalid Kahsay, and Awot Teka Asefaw.

[7] The other two tenants are Mr. Markos's mother and family friend respectively. The family immigrated to Canada from Eritrea. At the time, Mr. Markos was married with a small child, but his wife and child did not move to Canada initially.

[8] The lease did not state that anyone other than the named three tenants would be residing in the apartment.

[9] In the years since 2018, Mr. Markos wife and child came to Canada, and they have since had two more children. At times they have all lived in the subject apartment: at other times they lived nearby. The friend has since moved out, and recently so has the mother. The occupants are now Mr. Markos and his wife and three young children.

[10] It is not unusual for a family of five to live in a 3-bedroom apartment.

[11] There may have been a time when the apartment was overcrowded, but that appears to have resolved.

[12] The landlords complain that the current occupants are not on the lease.

[13] Mr. Markos's command of English is not sophisticated, and his familiarity with legal matters is even less so. Technically, he should be seeking the landlords' permission for his wife and children to occupy the apartment in lieu of his mother and brother. That would be a request that the landlords ought not to unreasonably refuse. I consider the request to have been implicitly made, and should the landlords refuse their consent the parties may seek to resolve the matter at Residential Tenancies.

[14] The landlords did not pursue any of the financial issues before this court, and I have no reason to disturb the Residential Tenancies Officer's findings in that regard.

[15] The remaining issue concerns pest control. The landlords claim that there is an outbreak of cockroaches which they believe originated in this apartment. Pest control people have been in to assess the situation but were stymied by the cluttered condition.

[16] The photos placed in evidence show an apartment with too much stuff. They do not show any evidence of dirty conditions.

[17] The evidence does not establish that the tenant or his occupants are in any way responsible for the outbreak. However, their cooperation is necessary to allow for pest control measures to be taken. This would include tidying up the space and possibly vacating for a couple of days while fumigation is occurring.

[18] This does not justify terminating the tenancy but does require that the tenant and his family follow instructions and cooperate. It is up to the landlords to give adequate notice and provide clear, simple instructions for what the tenant and his family must do in order for the pest control measures to be effective.

[19] Any failure by the tenants to cooperate could provide the basis for a further claim in Residential Tenancies.

[20] Nevertheless, for all of the above reasons the appeal is dismissed, and the order of the Director of Residential Tenancies is confirmed.

**ORDER**

[21] This court orders that the appeal is dismissed, and the Order of the Director of Residential Tenancies dated August 18, 2023 is confirmed.

Eric K. Slone, Small Claims Court Adjudicator