

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

MA

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 2, 2016
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	AS, representing the applicant MA, respondent
<u>Date of Decision:</u>	November 2, 2016

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of the NTHC as the applicant/landlord against MA as the respondent/tenant was filed by the Rental Office August 29, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The applicant personally served a copy of the filed application on the respondent September 8, 2016.

The applicant alleged the respondent had failed to maintain the rental premises in a state of ordinary cleanliness and created an atmosphere which compromises the safety of the respondent and other tenants in the residential complex. An order was sought for the respondent to comply with her obligation to maintain the ordinary cleanliness of the rental premises, and for conditional termination of the tenancy agreement and eviction.

A hearing was scheduled for November 2, 2016, by three-way teleconference. Mr. AS appeared representing the applicant. Ms. MA appeared as respondent.

Tenancy agreement

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

Ordinary cleanliness

Section 45(2) of the Act requires tenants to maintain the rental premises in a state of ordinary cleanliness. Section 12(a) of the tenancy agreement also establishes the tenant's responsibility for the ordinary cleanliness of the premises.

The parties agreed and evidence was presented establishing that the respondent had accumulated a substantial amount of property transferred from her previous residence which remained unpacked from boxes and scattered throughout the rental premises. As a consequence, the respondent had difficulty performing regular housekeeping for lack of room to manoeuver. Photographs depict a premises cluttered with property. Complaints were received regarding odours emanating from the rental premises. The applicant and the Fire Marshall conducted inspections. It was determined that the condition of the premises constituted a fire hazard, and concerns were raised that should fire or ambulance services be required those professionals would be unable to render assistance.

Repeated opportunities were given for the respondent to resolve the condition of the rental premises. Until recently, no significant action was taken. Since filing of the application, the respondent has successfully sought assistance from additional resources and has made significant improvements to the condition of the rental premises. The applicant's representative indicated they were pleased with the results to date and withdrew their request for conditional termination of the tenancy agreement and eviction, seeking only an order for the respondent to comply with her obligations and not breach them again.

I am satisfied that the respondent has failed to comply with her obligation to maintain the ordinary cleanliness of the rental premises, and an order will issue requiring her to comply with that obligation and not breach it again.

Adelle Guigon
Rental Officer