

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

DD

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 20, 2017

Place of the Hearing: Hay River, Northwest Territories

Appearances at Hearing: AS, representing the applicant
DD, respondent

Date of Decision: April 20, 2017

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of the NTHC as the applicant/landlord against DD as the respondent/tenant was filed by the Rental Office January 11, 2017. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The applicant served the filed application on the respondent by registered mail signed for February 23, 2017.

The applicant alleged the respondent had repeatedly failed to maintain the ordinary cleanliness of the yard to the rental premises. An order was sought for the respondent to comply with her obligation to maintain the ordinary cleanliness of the rental property, not to breach that obligation again, and for authorization to remove the offending debris from the rental property should the respondent fail to comply.

A hearing was scheduled for April 20, 2017, in Hay River, Northwest Territories. The rental officer appeared by telephone. AS appeared representing the applicant. DD 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

The parties agreed and evidence was presented establishing that the respondent had permitted the yard to her rental premises to become littered with debris, including two non-functioning vehicles parked in the yard along the back fence, one non-functioning vehicle parked at the curb directly in front of the rental premises, and various tires, empty bottles, planters, and other debris in the yard against the house. Numerous notices to resolve the matter were given to the respondent over several months by the applicant and by the Town of Hay River By-law Division, without success.

The respondent did not dispute that the mentioned debris was littering her yard and acknowledged the inappropriateness of permitting it to stay there. It appears that only one of the three vehicles – the truck – is the respondent's; the other two vehicles – the two Ford cars – belong to the respondent's ex-partner who has failed to follow through on multiple promises to remove his vehicles. Despite the ownership of the vehicles, the respondent accepts responsibility for their continued presence on her rental property. She also accepts responsibility for the rest of the debris littering the property, admitting that it is physically difficult for her to dispose of the items herself and she has had difficulty finding reliable assistance.

The applicant's representative reiterated that they are simply seeking to have at least the two Ford cars and the remaining debris removed from the yard as warnings have been received from the Town of Hay River that the current condition contravenes the Hay River Unsightly Land Bylaw. He acknowledged that the applicant is aware of the issues with the respondent's ex-partner and the difficulties in obtaining his cooperation. The third vehicle – the truck – is less of an issue for the applicant as it is owned by the respondent and she is making efforts to have the vehicle repaired so that she can move it to a more appropriate parking space.

The applicant's representative requested an order for the respondent to remove the two Ford cars by a sooner due date and the remaining debris by a later due date. Should the respondent fail to have the items removed by their respective due dates, the applicant's representative requested authorization for the applicant to remove the items at the respondent's cost. The respondent was agreeable to this proposal.

I am satisfied there are unsightly vehicles and debris littering the yard to the rental premises. I find the respondent has failed to comply with her obligation to maintain the ordinary cleanliness of the yard to the rental premises.

Orders

An order will issue: requiring the respondent to comply with her obligation to maintain the ordinary cleanliness of the yard to the rental premises and not to breach that obligation again; requiring the respondent to have the two Ford cars removed from the rental property by no later than May 5, 2017; requiring the respondent to have any remaining debris removed from the yard to the rental premises by no later than June 15, 2017; and authorizing the applicant to remove the two Ford cars and any remaining debris if the respondent fails to do so and requiring the respondent to pay reasonable expenses associated with that removal.

Adelle Guigon
Rental Officer