

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

DM

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	August 16, 2017
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	MU, representing the applicant DM, witness for the applicant DM, respondent
<u>Date of Decision:</u>	August 16, 2017

REASONS FOR DECISION

An application to a rental officer made by FRHA on behalf of the NTHC as the applicant/landlord against DM as the respondent/tenant was filed by the Rental Office May 25, 2017. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Fort Resolution, Northwest Territories. The filed application was served on the respondent by registered mail signed for June 2, 2017.

The applicant alleged the respondent had failed to keep the yard to the rental premises in a state of ordinary cleanliness and sought an order for authorization to remove debris and vehicles from the property.

A hearing was scheduled for August 16, 2017, by three-way teleconference. MU appeared representing the applicant, with DM appearing as a witness. DM appeared as respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing July 1, 2014. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Ordinary cleanliness

Section 45(2) of the Act requires the tenant to maintain the rental premises and all services and facilities provided by the landlord of which the tenant has exclusive use in a state of ordinary cleanliness.

Section 12(a) of the written tenancy agreement sets out the tenant's responsibility for the ordinary cleanliness of the premises.

The rental premises property consists of a four-bedroom house with a large yard.

The respondent had been notified in writing on at least three separate occasions since August 2015, in addition to being given multiple verbal notices, to clean up the yard to the rental premises of all debris and vehicles scattered throughout the property. Photographs taken in May 2017 were submitted into evidence showing the property littered with debris, including garbage, plywood, vehicle parts, various containers, and at least five or six apparently non-operational vehicles. The applicant's witness testified that the property has remained in essentially the same condition since at least August 2015, and remains the same to date. Concerns were expressed not only for the unsightliness of the property but also for contamination of the soil from any oil or fluid spills.

The respondent did not dispute that the property was in the condition evidenced in the photographs. He testified that he has wanted to clear up the yard, but does not have the money to dispose of the vehicles. The community of Fort Resolution does not have a by-law governing disposal of vehicles and the vehicles cannot be disposed of at the Fort Resolution waste management site; any such vehicles must be disposed of in Hay River.

I am satisfied that the respondent is responsible for the condition of the property and is responsible for any costs incurred to have the property cleaned up. I am satisfied the applicant's concerns regarding the condition of the yard to the premises are well founded. I find the respondent has failed to comply with his obligation to maintain the ordinary cleanliness of the yard to the rental premises.

The respondent has been given more than ample opportunity in the last two years to resolve the condition of the property. An order will issue requiring the respondent to have the debris and vehicles removed from the property by September 16, 2017, after which the applicant is authorized to remove the debris and vehicles from the property themselves and charge the respondent for the costs directly related to doing so. Additionally, the respondent will be required to comply with his obligation to maintain the ordinary cleanliness of the property and not to breach that obligation again.

Adelle Guigon
Rental Officer