

IN THE MATTER between **NSHC**, Applicant, and **NG and AM**, Respondents.

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:

**NSHC**

Applicant/Landlord

-and-

**NG and AM**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>February 5, 2019</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>RB, representing the Applicant EK, representing the Applicant KM, representing the Applicant VT, representing the Applicant NG, Respondent</b>
<b><u>Date of Decision:</u></b>	<b>February 5, 2019</b>

### **REASONS FOR DECISION**

An application to a rental officer made by NSHC as the Applicant/Landlord against NG and AM as the Respondents/Tenants was filed by the Rental Office December 7, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the Respondents December 18, 2018.

The Applicant alleged the Respondents had repeatedly failed to pay rent, had accumulated rental arrears, and had repeatedly failed to maintain the ordinary cleanliness of the rental premises. An order was sought for payment of rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for February 5, 2019, in Yellowknife. RB, EK, KM, and VT appeared representing the Applicant. NG appeared as Respondent and on behalf of AM.

#### *Tenancy agreement*

The parties agreed that a joint residential tenancy agreement had been entered into between them for subsidized housing commencing in 2008. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Rental arrears*

The statements of account entered into evidence represent the Landlord's accounting of monthly assessed rents and payments received against the Respondents' rent account as of November 30, 2018. The Applicant's representative VT testified by telephone that the status of the Respondents' rent account as of February 5, 2019, reflected rental arrears in the amount of \$6,467, including the rent for February. All rents have been subsidized based on reported household income, and are currently assessed at \$92 per month.

NG did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it. She testified that the rental arrears had accumulated over a period of time when AM had been working but he did not make the rent payments. The Respondent further testified that AM was supposed to be making payments towards the rent account, that he had agreed to do that. The Respondent claimed they could not afford to move to another premises because she is not working. The Respondent was encouraged to seek financial assistance from various agencies that are available to her in the community.

The Applicant's representatives testified that they did receive some payment since the application to a rental officer was filed, which is evident given that the amount of rental arrears have decreased slightly since then. However, the last payment received against the rent account when the application was filed had been recorded August 13, 2018, in the amount of \$500. The Applicant's representatives further testified that repeated promises to pay the rent in full and when due were not fulfilled, and there was a period of time in 2018 when AM's actual income was not accurately reported which resulted in a re-assessment of the rent subsidies. The current balance of rental arrears represents approximately 10 months' subsidized rent.

I am satisfied the statements of account accurately reflect the status of the Respondents' rent account as of November 30, 2018, and that the reported balance of rental arrears as of February 5, 2019, is accurate. I find the Respondents have repeatedly failed to pay rent when due and have accumulated rental arrears in the amount of \$6,467.

#### *Ordinary cleanliness*

The Applicant's representatives testified that throughout the Respondents' 10-year tenancy there have been continuous problems with the Respondents failing to maintain the ordinary cleanliness of the rental premises. The Respondents' rental premises is constantly cluttered with boxes, furniture, debris, clothing, and other items, creating a significant safety hazard and prohibiting access to vital services, such as the boiler. Repeated attempts over the years to compel the Respondents to clean up the premises have resulted in broken promises to do so.

The Respondent did not dispute that she had difficulties with cleaning and organizing, and that she tended towards hoarding. She acknowledged the repeated promises to clean things up had not been adequately successful, although she has managed to dispose of some of the items she has been storing.

The Respondent was encouraged to ask for the help that she clearly needs to address the organizational, storage, and cleaning issues she has difficulties with. It was also emphasized to the Respondent that the condition of her rental premises not only constituted a safety risk for her and her family, but also for the other tenants that reside in the 4-plex residential complex.

I find the Respondents have continuously failed to comply with their obligation to maintain the ordinary cleanliness of the rental premises to such an extent as to cause a safety hazard.

*Termination of the tenancy agreement and eviction*

In light of the Respondents' repeated failure to pay the rent, the substantial amount of subsidized rental arrears that have accumulated, and the ongoing safety hazard created by the Respondents' failure to maintain the ordinary cleanliness of the rental premises, I am satisfied termination of the tenancy agreement and eviction are justified. In consideration of the amount of cleaning and packing that will be required, the Applicant's representatives agreed to a termination date of March 31, 2019.

*Orders*

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$6,467 (p. 41(4)(a));
- terminating the tenancy agreement March 31, 2019 (p. 41(4)(c), p. 45(4)(e)); and
- evicting the Respondents from the rental premises April 1, 2019 (p. 63(4)(a)).

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Adelle Guigon  
Rental Officer