

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

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| <u>Date of the Hearing:</u> | December 18, 2018 |
| <u>Place of the Hearing:</u> | Hay River, Northwest Territories |
| <u>Appearances at Hearing:</u> | AS, representing the Applicant MA, Respondent |
| <u>Date of Decision:</u> | December 18, 2018 |

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 October 26, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was served on the Respondent by registered mail signed for November 30, 2018.

The Applicant alleged the Respondent had failed to comply with a rental officer order to comply with the obligation to maintain the rental premises in an ordinary state of cleanliness and not to breach that obligation again by continuing to fail at maintaining the rental premises in an ordinary state of cleanliness. An order was sought for compliance with the obligation to maintain the rental premises in an ordinary state of cleanliness and not to breach that obligation again, for authorization to remedy the effects of the uncleanliness of the rental premises at the Respondent's expense, termination of the tenancy agreement, and eviction.

A hearing was scheduled for December 18, 2018, in Hay River. The Rental Officer appeared by telephone. AS appeared representing the Applicant. 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 in accordance with the *Residential Tenancies Act* (the Act).

Previous order

Rental Officer Order Number 15312 issued November 2, 2016, required the Respondent to comply with the obligation to maintain the rental premises in a state of ordinary cleanliness and not to breach that obligation again.

Uncleanliness

The Applicant's representative testified and provided evidence of the condition of the Respondent's rental premises as being in an extreme state of disarray and uncleanliness. Numerous complaints have been received from neighbouring tenants about a putrid smell coming from the Respondent's rental premises. Various inspections during which photographs were taken have confirmed the poor condition of the rental premises. The Applicant's representative confirmed that since this latest application to a rental officer was filed the Respondent seems to have 'seen the light' and significant actions have been taken to remove the clutter from the rental premises in preparation for a deep clean and re-organization. The Respondent has cooperated to date and accepted the help that has been offered to work through this task. If everything continues going to plan, all items to be moved to a storage container should be removed by December 20, 2018, and a cleaner will go in shortly after that to help the Respondent do the deep cleaning.

Because each of the goals to date have been reached, the Applicant's representative withdrew their requests for authorization to remedy the effects of the uncleanliness, for termination of the tenancy agreement, and for eviction.

The Respondent did not dispute the claims made by the Applicant, acknowledging and accepting responsibility for her failure to maintain the ordinary cleanliness of the rental premises. She conceded that the Applicant's representative, along with other interested in parties, had 'crushed her resilience', and although she still struggles with the work that needs to be done and maintained, she understands it will create a healthier environment for herself and the other tenants in the residential complex.

I am satisfied the Respondent has continuously failed to maintain the rental premises in an ordinary state of cleanliness, and I am satisfied that significant progress has been made to remedy the matter.

Order

An order will issue requiring the Respondent to comply with the obligation to maintain the ordinary cleanliness of the rental premises and not to breach that obligation again.

Adelle Guigon
Rental Officer