

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

WC

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 24, 2022

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the Applicant

Date of Decision: February 24, 2022

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of the NTHC as the Applicant/Landlord against WC as the Respondent/Tenant was filed by the Rental Office December 22, 2021. 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 Respondent February 7, 2022.

The Applicant alleged the Respondent had failed to maintain the ordinary cleanliness of the rental premises to such an extent as to cause a health and safety hazard for herself and other tenants in the residential complex. An order was sought for the Respondent to comply with the obligation to maintain the ordinary cleanliness of the rental premises, for termination of the tenancy, and for eviction.

A hearing scheduled for January 26, 2022, was cancelled due to Canada Post's failure to effectively deliver the filed application and notice of attendance in a reasonable time. The hearing was re-scheduled and held February 24, 2022, by three-way teleconference. PS appeared representing the Applicant. WC was served notice of the re-scheduled hearing by email deemed received February 12, 2022, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations). The Respondent did not appear at the hearing, nor did anyone appear on the Respondent's behalf. The hearing proceeded in the Respondent's absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing August 26, 2011. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Uncleanliness

Subsection 45(2) of the Act requires the Tenant to maintain the ordinary cleanliness of the rental premises. Paragraph 12 of the addendum to the tenancy agreement and subparagraph 12(a) of the written tenancy agreement confirm the Tenant's obligation to maintain the ordinary cleanliness of the rental premises.

The Applicant provided evidence supporting their claim that the Respondent has repeatedly failed to maintain the rental premises in an ordinary state of cleanliness. The level of uncleanliness at the rental premises is overwhelming, could be defined as including hoarding, and has created an environment that is hazardous to the health and safety of the Respondent and potentially to other tenants in the residential complex. The degree of uncleanliness is preventing the building owner from entering the premises to conduct necessary maintenance and repairs.

Photographs taken in October 2021 support the Applicant's claims. They depict garbage, debris, boxes, bags, food, and dirty dishes cluttered throughout the rental premises and effectively burying any furniture that is present. Food boxes and other items are piled on top of the stove and in the oven, creating to my mind a significant fire hazard. The fridge shelves are dirty and filled with poorly packaged food items.

In 2018 a water leak was reported coming from the Respondent's premises which maintenance personnel could not immediately enter to repair due to the severe uncleanliness of the rental premises at the time. The Respondent received assistance from Integrated Case Management (ICM) to clean the premises, but then accused the ICM team of stealing from her.

In October 2021 another water leak was reported to the building owner which was traced back to the Respondent's kitchen sink. Again the maintenance personnel refused to enter in the rental premises to effect the necessary repairs due to the overwhelming uncleanliness and odours creating a health and safety hazard. The Respondent was told to clean the place up before the maintenance personnel would return to repair the leak. The leak was temporarily mitigated by turning the water off to the kitchen faucets pending an opportunity to effect repairs. The Respondent has refused to clean the premises despite repeated notices from the Applicant to do so.

In November 2021 the Applicant reached out to ICM to inquire about assistance for the Respondent again. ICM refused to assist the Respondent given the Respondent's behaviour with them the last time ICM helped her. The Applicant reached out to various cleaning services to assist the Respondent without success. The Applicant then made a referral to the Home Care Program for the Respondent, who is 82 years old. It appears the Home Care Program has reached out to the Respondent, but no further information is available regarding the success of that communication because the Respondent has refused to give consent for the Home Care Program to share information with the Applicant.

The Applicant attended the premises on January 13, 2022, to deliver a 24-hour notice of intent to enter the premises. When they arrived their knock on the door was not answered, but the door had been left open. The Applicant further pushed the door open and called in to see if anyone was there. From outside the door the Applicant was able to see that there appeared to be no change to the condition of the rental premises since October and it remained in an overwhelming state of uncleanness.

The last direct communication the Applicant had with the Respondent regarding the uncleanness occurred November 26, 2021, when a last chance agreement was offered requiring the Respondent to have the premises cleaned by January 10, 2022. The Respondent refused to sign the last chance agreement. The Respondent has attended the Applicant's office to pay the rent since then, but has made no efforts to discuss the condition of the premises or her intentions thereof.

I am satisfied the rental premises is in a significantly unclean condition to such an extent as to cause a health and safety hazard. I find the Respondent has failed to comply with her obligation to maintain the rental premises in an ordinary state of cleanliness.

Termination of the tenancy and eviction

While it gives me no pleasure to consider the termination of an elder's tenancy, given the Respondent's continuous and wilful disregard for her own, other tenants', the Landlord's, and the building owner's health and safety, as well as her disregard for the damages being caused to the rental premises as a result of the level of uncleanness, I am satisfied termination of the tenancy and eviction are justified. However, by agreement with the Applicant, the termination and eviction orders will be conditional on the Respondent bringing the rental premises to an ordinary state of cleanliness by the end of March.

Orders

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 (p. 45(4)(a), p. 45(4)(b));
- requiring the Respondent to bring the rental premises to an ordinary state of cleanliness by March 31, 2022 (p. 45(4)(a), ss. 83(2));

- terminating the tenancy March 31, 2022, if the Respondent has failed to comply with the order to bring the rental premises to an ordinary state of cleanliness (p. 45(4)(e), ss. 83(2)); and
- evicting the Respondent from the rental premises April 1, 2022, if the termination of the tenancy becomes effective (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer