

IN THE MATTER between **JF and SF**, Applicants, and **TD**, 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:

**JF and SF**

Applicants/Landlords

-and-

**TD**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>May 10, 2022</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>JF, the Applicant SF, the Applicant TD, the Respondent</b>
<b><u>Date of Decision:</u></b>	<b>May 10, 2022</b>

### **REASONS FOR DECISION**

An application to a rental officer made by JF and SF as the Applicants/Landlords against TD as the Respondent/Tenant was filed by the Rental Office April 7, 2022. 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 April 28, 2022.

The Applicant alleged the Respondent had repeatedly failed to maintain the rental premises in an ordinary state of cleanliness. An order was sought for the Respondent to comply with their obligation to clean the premises, termination of the tenancy, and compensation for consequential damages.

A hearing was held May 10, 2022, by three-way teleconference. JF and SF appeared representing the Applicant. TD appeared as the Respondent.

#### *Tenancy agreement*

The parties agreed that this tenancy began some time in 2010 or 2011 with the previous owner of the residential complex, and that the tenancy continued when the Applicant took ownership of the residential complex December 1, 2017. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

#### *Uncleanliness*

The Applicants testified that in November 2019 they were having high-speed internet installed in the residential complex. Notice was given to the Tenant that they would be entering the rental premises to do the installation. The installation could not be completed that day because when they arrived at the premises they found it in a complete state of disarray, with garbage, clothes, food, and other items cluttered throughout the apartment. No walking paths were identifiable and the odour was extreme. The Tenant was told the condition of the premises was unacceptable and needed to be cleaned up.

The Applicants returned with the internet installer at a later date and found that there had been no progress on cleaning the premises. They had to shovel through the debris to instal the internet. The Tenant was again told to clean the premises.

The Landlord continued communicating with the Tenant to resolve the issue, providing and extending timelines to complete the cleaning. Prior to the pandemic, the Tenant had only gotten as far as clearing a path through the debris. No inspections could be completed during the pandemic, so the Landlords were unable to confirm the condition of the premises. In the Fall of 2020 the Landlords reached out to the Tenant for an update but did not receive a response.

Subsequent inspections began and discovered no progress whatsoever. Attempts were made to meet the Tenant in person to talk about the situation and try to make a plan to resolve it, but the Tenant appeared to be evading the Landlords. The last inspection occurred approximately three months ago and confirmed that there had been no change or improvement to the condition of the premises.

The Respondent did not dispute the description of the condition of the premises, accepting responsibility for it and expressing remorse for the continued uncleanliness. He wants to make it right and intends to continue trying to clean things up in phases. He admitted to being alone in the North and finding it difficult to cope and get motivated. The Respondent could not say how long it would take him to complete the cleaning, but committed to do a little every day, room by room, during his free time from work. The Respondent claimed that there is already less debris and it does get smaller every day.

Subsection 45(2) of the Act requires tenants to maintain the rental premises in a state of ordinary cleanliness. The level of uncleanliness in the Respondent's rental premises goes well beyond breaching this obligation and reached the point of creating a health and safety hazard for the Respondent and the other tenants in the residential complex. The disarray in the kitchen alone creates a substantial fire hazard.

I am satisfied the rental premises is in a substantial state of uncleanliness creating a health and safety hazard. I find the Respondent has failed to comply with their obligation to maintain the ordinary cleanliness of the rental premises.

#### *Termination of the tenancy and eviction*

The Applicants have been very generous and patient with the Respondent in this situation. They have given him more than two years to resolve the issue, with little to no effective results. I believe the Respondent wants to improve his situation and struggles with how to do that, but the ongoing risk to his own and the other Tenants' health and safety, as well as the risk of property damage, is too great to permit a further extended period of time for the Respondent to do the necessary cleaning. That being said, I think establishing a fixed date that the Respondent must have the premises cleaned by may help motivate him to get the work done. If the work does not get done by the fixed date then termination of the tenancy and eviction will be warranted in order to protect the health and safety of the other Tenants residing in the building and to protect the rental premises and residential complex from further or potential damage.

I am satisfied termination of the tenancy and eviction are justified, but they will be conditional on the Respondent bringing the rental premises to a satisfactory state of ordinary cleanliness by June 30, 2022.

### *Damages*

In the application the Applicants claimed compensation for cleaning and repairs while acknowledging that the extent of damages cannot be quantified until the premises are cleaned out. While there may very well be damages for which the Respondent would be liable, it is impractical to consider this claim until after the Tenant has either cleaned out or vacated the premises. Evidence will be required not only of the damages but also of the actual costs for removal of garbage, cleaning, and repairs. These issues will not be considered under this application, but the Applicants may make a new application when they are able to quantify the claims for repairs and cleaning.

### *Orders*

An order will issue:

- requiring the Respondent to comply with their 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));
- terminating the tenancy June 30, 2022, unless the rental premises has been returned to a satisfactory state of ordinary cleanliness (p. 45(4)(e), ss. 83(2)); and
- evicting the Respondent from the rental premises July 1, 2022, if the termination of the tenancy becomes effective (p. 63(4)(a), ss. 83(2)).

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Adelle Guigon  
Rental Officer