

IN THE MATTER between **NRR**, Applicant, and **RW**, 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 **Jerry Vanhantsaeme**, Rental Officer, regarding  
a rental premises located within the **city of Yellowknife in the Northwest Territories**;

BETWEEN:

**NRR**

Applicant/Landlord

-and-

**RW**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 24, 2024

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** CSC representing the Applicant

**Date of Decision:** June 24, 2024

### **REASONS FOR DECISION**

An application to a rental officer made by NRR as the Applicant/Landlord against RW as the Respondent/Tenant was filed by the Rental Office June 10, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the Respondent by email on June 10, 2024 and deemed received on June 13, 2024, pursuant to subsection 4(4) of the *Residential Tenancies Act* (the "Act").

The Applicant alleged the Respondent had repeatedly failed to pay rent, accumulated rental arrears, and breached section 8 of the tenancy agreement requiring the Respondent to keep the premises in a reasonably clean condition. An order was sought for payment of rental arrears, termination, and eviction.

An expedited hearing was requested by the Applicant citing concerns for the condition of the rental premises due to accumulation of garbage, severe neglect of cleanliness, and damages. The expedited hearing was granted. CC appeared on behalf of the Applicant. The Respondent did not appear at the hearing, nor did anyone on their behalf. The hearing proceeded in the Respondent's absence, pursuant to subsection 80(2) of the Act.

#### *Tenancy Agreement*

Evidence was presented establishing a residential tenancy agreement between the parties commencing December 1, 2020. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Rental Arrears*

The lease balance statement entered into evidence represents the Landlord's accounting of the rent and payments received against the Respondent's rental account from the start of the tenancy. Throughout the tenancy, they would continually accumulate arrears, then make lump sum payment to clear the arrears. The last time the Respondent was at a zero balance for rent was February 29, 2024, when they paid \$5,008.00 towards their rent and arrears. From this point until the hearing (4 months), the Respondent has accumulated a further \$7,051.00 in rental arrears. I am satisfied the Respondent has repeatedly failed to pay the full amount of rent when due and I find the Respondent has accumulated rental arrears in the amount of \$7,051.00.

### *Uncleanliness*

Subsection 45(2) of the Act requires the Respondent to maintain the ordinary cleanliness of the rental premises. Paragraph 8 of the tenancy agreement also states the Tenant shall keep the premises in a reasonably clean condition and will at all times keep clean and in good order all fixtures, fittings, appliances and furniture which are the property of the landlord. The Applicant provided evidence supporting their claim the Respondent has failed to maintain the rental premises in an ordinary state of cleanliness. The level and condition of the uncleanliness in the rental premises is overwhelming, and has created an environmental hazard to the health and safety of the Respondent and other tenants within the rental complex. Photos taken on May 31, 2024, during an inspection of the rental premises, after complaints supporting the Applicant's claim, depict garbage, food, and recycling cluttered throughout the rental premises, which if not already happening, a future infestation of insect and rodents could occur. Items left sitting on top of the stove, show the likelihood of a fire hazard. The condition of the washroom itself is in a hazardous state. The Applicant testified the Respondent had contacted them to apologize for the state of the rental premises but has not taken any steps to rectify the situation.

I am satisfied the rental premises is in a significant unclean condition that it creates a health and safety hazard to the Respondent, other tenants in the rental complex, and the Applicant's staff. I find the Respondent has failed to comply with their obligation to maintain the rental premises in an ordinary state of cleanliness.

### *Termination of the Tenancy and eviction*

On May 24, 2024, the Applicant gave a 14 day notice of termination to the Respondent due to the accumulated rental arrears. Subsequently, upon inspection of the rental premises filed an application to terminate and evict the Respondent due to both rental arrears and failing to maintain the rental premises in a state of ordinary cleanliness. I am satisfied termination and eviction are justified. While the unit is in poor condition, the Respondent may still have items that are in good or fair condition. The Applicant will need to remain cognisant to ensure proper care and storage are done, in accordance with the Section 64 of Act.

*Orders*

An order will be issued:

- requiring the Respondent to pay rental arrears in the amount of \$7,051.00 (p. 41(4)(a));
- terminating the tenancy on June 25, 2024 (p. 41(4)(c), 45(4)(e)); and
- eviction on June 26, 2024, when the termination becomes effective (p. 63(4)(a)).

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Jerry Vanhantsaeme  
Rental Officer