

IN THE MATTER between **HNT**, Applicant, and **JB**, 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 **hamlet of Tuktoyaktuk in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

JB

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 3, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: DM, representing the Applicant

Date of Decision: July 3, 2024

REASONS FOR DECISION

An application to a rental officer made by THA on behalf of HNT as the Applicant/Landlord against JB as the Respondent/Tenant was filed by the Rental Office May 8, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Tuktoyaktuk, Northwest Territories. The filed application was personally served on the Respondent May 28, 2024.

The Applicant alleged the Respondent did not comply with Rental Officer Order #17949, as the Respondent had failed to keep the rental premises in an ordinary state of cleanliness, resulting in the Applicant's maintenance staff refusing to enter the rental premises due to health and safety concerns, and has not paid the costs of cleaning incurred for the rental premise. The Applicant also alleged the Respondent has breached their obligation to pay rent in full and on time. An order was sought for payment of rental arrears, and termination of the tenancy agreement and eviction due to Applicant being frustrated with the Respondent not complying with Rental Officer Order #17949.

A hearing was scheduled for July 3, 2024, in Yellowknife, by three-way-teleconference. DM appeared representing the Applicant. 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 (Act)*. At the hearing, I reserved my decision to better review the evidence and testimony due to the severity of the Applicant's request to terminate the tenancy and request for eviction.

Tenancy Agreement

Evidence was establishing a residential tenancy agreement between the parties for subsidized public housing commencing August 1, 2014. I am satisfied a valid tenancy agreement is in place in accordance with the *Act*.

Previous Orders

Rental Officer Order #17949, dated May 23, 2023, required the Respondent not to barricade the exterior door of the rental premises, and not interfere with the Applicant's access to the rental premises again; prohibited the Respondent from causing further damages to the rental premises; prohibited the Respondent from disturbing the Landlord's and other tenant's possession or enjoyment of the rental premises or rental complex and not breach that obligation again; required the Respondent to comply with their obligation to maintain the rental premises in an ordinary state of cleanliness and not breach that obligation again. If the Respondent did not return the rental premises to a satisfactory level of ordinary cleanliness by June 30, 2023, the Landlord was authorized to enter the premises after that date to effect the necessary cleaning and required the Respondent to pay the Landlord for the reasonable expenses associated with the cleaning.

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Arrears

The lease balance statement entered into evidence represents the Landlord's accounting of the monthly assessed rents and payments received against the Respondent's rent account since August 1, 2014 to June 28, 2024. During the entire tenancy, the Respondent's subsidized rent was calculated at \$70.00 per month. The last time the Respondent was at a zero or positive balance on the lease balance statement was October 4, 2023.

As of June 28, 2024, the lease balance statement indicates the Respondent currently has an arrears balance owing of \$251.31 for rent and cleaning cost reimbursement as ordered in Rental Officer Order #17949.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account.

Breach of Rental Officer Order

The Applicant's representative provided photo evidence and testified the Respondent has breached Rental Officer Order #17949 by failing to maintain the rental premises in an ordinary state of cleanliness and not to breach that obligation again. The Applicant's representative also testified in September/October they hired a cleaner that took approximately 20 hours to clean the 1-bedroom apartment. By December 2023, the rental premises had returned to a state of uncleanliness. The Applicant testified they had visited the rental premises multiple times afterwards for unit inspections. The Rental Officer questioned as to why there were multiple visits, the Applicant's representative attended the unit for work orders, unit inspections, and to help keep the Respondent on a regular cleaning schedule. Provided into evidence, were photos of the state of uncleanliness.

The Applicant's representative presented into evidence an April 19, 2024 memorandum from the maintenance foreman attending the rental premises for condition of the unit. The memorandum noted the Respondent has caused damages to the unit, appliances, heating system, plumbing fixtures, and was nearing bio-hazard potential. The statement from the maintenance foreman also noted if the treatment of the unit is allowed to continue, it will lead to structural damage and possible loss of an entire four-plex. The memorandum also stated flooding has taken place in the rental premises (specifically the crawl space containing the sewage tank). The rental premises needs to be vacated for inspection and so proper repairs can take place.

The Applicant's representative alleged in the application there was a foul smell coming from the rental premises. When questioned if any of the other tenants in the rental complex complaining about the Respondent's rental premises, the Applicant's representative testified a tenant in an adjacent unit had complained but the other two tenants did not, as they are behind the Respondent's rental premises, with a utility room in between.

Termination of the tenancy agreement

In consideration the Applicant's testimony and evidence presented, and Respondent's historical pattern of breaching paragraph 12 of the tenancy agreement by failing to maintain the rental premises in an ordinary statement of cleanliness and the breach of Rental Officer Order #17949 requiring the Respondent to comply with maintaining the rental premises in an ordinary statement of cleanliness and not breach that obligation again, I am satisfied the Applicant's request for termination of the tenancy agreement and eviction is justified.

Orders

An order will be issued:

- requiring the Respondent to pay arrears and cleaning costs in the amount of \$251.31 (p.41(4)(a), p. 45(4)(d));
- termination of the tenancy effective July 20, 2024 (p. 45(4)(e)); and
- evicting the Respondent on July 21, 2024, (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer