

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **KIM BANNER**, 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, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **YELLOWKNIFE, NT.**

BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

- and -

KIM BANNER

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs of removing garbage in the amount of fifty dollars (\$50.00).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of April, 2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **KIM BANNER**, 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 **Hal Logsdon**, Rental Officer.

BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

KIM BANNER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 5, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lucy Gillard, representing the applicant

Date of Decision: April 5, 2005

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on March 26, 2005 but failed to appear at the hearing. The hearing was held in her absence.

The applicant testified that since the application was filed, the respondent had paid all outstanding rent. The applicant withdrew the request for an order terminating the tenancy and sought an order requiring the respondent to pay future rent on time. The applicant also sought an order requiring the respondent to pay costs of removing garbage in the amount of \$50.00.

The applicant provided a statement of the rent account which indicated that the rent had not always been paid on the first day of the month as required by the written tenancy agreement between the parties.

The applicant testified that the respondent had failed to dispose of her household garbage in the manner required by the written tenancy agreement. The applicant testified that the respondent was sent a notice warning her that improper disposal of garbage would result in a fee of \$50.00 being applied to her account. The applicant testified that they had to remove the respondent's household garbage again after the notice was served. The applicant sent the respondent an invoice for the disposal of the garbage and applied the \$50.00 fee to the rent account.

The written tenancy agreement between the parties contains a number of house rules, including one regarding the disposal of household garbage.

I find the respondent in breach of her obligation to pay rent on the days it is due. I also find the charges for the removal of her household garbage to be reasonable. An order shall issue requiring the respondent to pay future rent on time and to pay the applicant costs related to the removal of the garbage in the amount of \$50.00.

Hal Logsdon
Rental Officer