

IN THE MATTER between **NTHC**, Applicant, and **CA and MM**, Respondents.

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 a rental
premises located within the **city of Yellowknife in the Northwest Territories**.

BETWEEN:

NTHC

Applicant/Landlord

-and-

CA AND MM

Respondents/Tenants

REASONS FOR DECISION

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| <u>Date of the Hearing:</u> | October 25, 2022 |
| <u>Place of the Hearing:</u> | Yellowknife, NT via teleconference |
| <u>Appearances at Hearing:</u> | PS, representing the Applicant |
| <u>Date of Decision:</u> | October 25, 2022 |

REASONS FOR DECISION

The Respondents were personally served with Notices of Attendance and the filed application. On October 21, 2022, the Respondents were contacted by phone to inform them that the teleconference system was not working properly and the hearing would be held by conference call at the same time and date indicated on the Notice of Attendance. The Respondents were advised that they would be contacted by phone and confirmed the phone number they wished to use. Two attempts were made to contact the Respondents to conduct the hearing but the Respondents failed to answer the telephone. The hearing proceeded in their absence.

The tenancy agreement between the parties was monthly. The agreement commenced on March 18, 2016 and was renewed as another monthly agreement on July 1, 2022. The rental premises are subsidized public housing. The current monthly assessed rent is \$365.

The Applicant alleged that the Respondents had breached the tenancy agreement by failing to pay rent and by failing to dispose of garbage in accordance with the rules of the residential complex.

Rent Arrears

The Applicant provided copy of the tenant lease balance statement in evidence, which indicated a balance of rent owing as at October 5, 2022 of \$1,385.34. The Applicant testified that no payments of rent had been received since that date. The rent account has been in arrears since February 1, 2022.

A previous order (file 17395, filed in December 2021) terminated the tenancy agreement unless rent arrears were paid and ordered the Respondents to pay future rent on time. That order was satisfied and the tenancy continued but the Respondents quickly fell back into arrears.

I find the lease balance statement in order and find rent arrears of \$1,385.34.

Disposal of Garbage

The residential complex contains several large garbage bins. The bins have heavy lids to prevent birds and other animals from scattering the garbage around the grounds. Tenants are instructed to dispose of household garbage in the bins. Bagged garbage was found outside the bins and on further investigation the Applicant discovered address labels identifying the Respondents as recipients of the disposed items. The Applicant cleaned up the area and charged the Respondents \$75.08, equivalent to one hour of labour at their burdened labour rate. In my opinion, this is a reasonable charge.

Conclusion and Orders

I find the Respondents in breach of their obligation to pay rent and their obligation to abide by the rules concerning garbage disposal. They have also breached the previous order to pay rent on the days it is due. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the Respondents to pay the Applicant rent arrears of \$1,385.34 and terminating the tenancy agreement on November 30, 2022, unless the rent arrears and the rent for November 2022 are paid in full. An eviction order shall become effective on December 1, 2022, unless the rent arrears and the November rent have been paid in full on or before November 30, 2022. The order shall also require the Respondents to pay the Applicant \$75.08 for expenses related to the disposal of the garbage and require the Respondents to properly dispose of household garbage in the future. The previous order to pay rent on time remains in effect.

Hal Logsdon
Rental Officer