

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and **LOUISA FISH AND HARRY (HARDY) MANTLA**, 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 the rental premises at **RAE-EDZO, NT**.

BETWEEN:

RAE-EDZO HOUSING AUTHORITY

Applicant/Landlord

- and -

LOUISA FISH AND HARRY (HARDY) MANTLA

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of nineteen thousand three hundred seventeen dollars and ten cents (\$19,317.10).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit 297, Rae, NT shall be terminated on June 30, 2004 and the respondents shall vacate the premises on that date, unless payment of at least \$500 is made to the applicant.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, should the tenancy agreement continue, the respondents shall pay all future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of June, 2004.

Hal Logsdon
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

LOUISA FISH AND HARRY (HARDY) MANTLA

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: June 3, 2004

Place of the Hearing: Rae, NT

Appearances at Hearing: Mike Keohane, representing the applicant
Rose Dryneck, representing the applicant

Date of Decision: June 3, 2004

REASONS FOR DECISION

The respondents were served with notices of attendance on May 26, 2004 but failed to appear at the hearing. The hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement. The applicant provided the tenant ledger records which indicated a balance of rent owing in the amount of \$19,761.10. The applicant noted that the balance was not correct because the rent for June was entered as \$693 and should have been entered as \$249. The applicant noted that a number of adjustments had been made to the account recently based on the respondents' income declarations.

The ledger indicates that the respondents have begun to make some payments of rent albeit not sufficient to meet the obligations in their tenancy agreement. The rent arrears have been allowed to accumulate over a long period of time and the landlord has made little effort to collect the rent or seek remedy. In my opinion, since the respondents appear to have made some recent effort to pay rent, the tenancy agreement should be allowed to continue provided the respondents make a significant and prompt payment toward the arrears and begin paying the monthly rent and some of the arrears each month. The applicant suggested that a payment of \$500 before June 30, 2004 would be within the means of the respondents.

I find the ledger in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$19,317.10, calculated as follows:

Balance on ledger	\$19,761.10
Adjustment to June rent	<u>(444.00)</u>
Balance owing	\$19,317.10

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$19,317.10 and terminating the tenancy agreement on June 30, 2004 unless the respondents make a payment of rent arrears of at least \$500. The order shall also require the respondents to pay future rent on time. Should the respondents make the required \$500 payment but fail to pay future rent on time or fail to make reasonable arrangements to pay the rent arrears, the applicant may make a future application seeking the termination of the tenancy agreement.

Hal Logsdon
Rental Officer