

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and
GEORGINA MANTLA AND HOWARD LANDRY, 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 -

GEORGINA MANTLA AND HOWARD LANDRY

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 sixteen thousand fifty eight dollars (\$16,058).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as unit 430 shall be terminated in September 30, 2004 and the respondents shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 23rd day of August,
2004.

Hal Logsdon
Rental Officer

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BETWEEN:

RAE-EDZO HOUSING AUTHORITY

Applicant/Landlord

-and-

GEORGINA MANTLA AND HOWARD LANDRY

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: August 20, 2004

Place of the Hearing: Rae-Edzo, NT

Appearances at Hearing: Robert Richardson, representing the applicant
Georgina Mantla, respondent
Howard Landry, respondent

Date of Decision: August 20, 2004

REASONS FOR DECISION

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 records of the rent account which indicated a balance of rent owing in the amount of \$58,642.

The respondents stated some doubt that the rent was based on their current income but conceded that they had not reported any change in household income to the landlord since October, 2003.

The respondents offered no income information at the hearing. The landlord has assessed the rent based on the last reported income.

A previous order was issued on December 3, 1998 (File#10-5535) ordering the respondents to pay rent arrears and terminating the tenancy agreement. The landlord has not enforced either provision of that order and the tenants remain in possession. The rent records indicated that the respondents have not paid any rent whatsoever since June 29, 2000 and have accumulated additional arrears of \$16,058 since the previous order was issued.

I can only guess why the applicant chose to not enforce the previous order and evict the tenants.

The current representative could offer no explanation and could not determine if the tenancy

agreement had been reinstated. In any case, nothing has changed since the previous order was issued except that there are now more rent arrears. The tenants seem to have no inclination to pay rent and termination of the tenancy agreement appears to be the only effective remedy available to the landlord.

I find the respondents in breach of their obligation to pay rent and find the rent arrears since the previous order to be \$16,058. In my opinion, there are sufficient grounds to terminate the tenancy agreement.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$16,058 and terminating the tenancy agreement on September 30, 2004.

Hal Logsdon
Rental Officer