

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and **RAYMOND MANTLA AND GEORGE 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 -

RAYMOND MANTLA AND GEORGE 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 twelve thousand three hundred ninety one dollars and fourteen cents (\$12,391.14).
2. Pursuant to section 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit #348, Rae, NT shall be terminated on September 30, 2005 and the respondents shall vacate the premises on that date, unless the respondents provide to the applicant an accurate report of the household income in accordance with article 6 of the tenancy agreement and pay the applicant rent

arrears of at least three thousand nine hundred forty six dollars and fourteen cents (\$3946.14).

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

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

Hal Logsdon
Rental Officer

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and
RAYMOND MANTLA AND GEORGE MANTLA, Respondents.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act");

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BETWEEN:

RAE-EDZO HOUSING AUTHORITY

Applicant/Landlord

-and-

RAYMOND MANTLA AND GEORGE MANTLA

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: September 1, 2005

Place of the Hearing: Rae, NT

Appearances at Hearing: Robert Richardson, representing the applicant

Date of Decision: September 1, 2005

REASONS FOR DECISION

The respondents were served with Notices of Attendance on August 18, 2005, 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 by failing to provide an accurate report of the household income in accordance with the tenancy agreement. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$12,391.14. The ledger indicates that the full, unsubsidized rent has been charged each month since April, 2005. The applicant testified that the respondents had failed to provide any income information on which to calculate the rent. The ledger indicates that no rent has been paid since March, 2005.

I note that most of the rent arrears are based on the application of the full, unsubsidized rent and that the arrears were \$3946.14 in March, 2005 before the full rent was applied. In my opinion, a prompt and significant indication of good faith by the respondents is necessary in order for this tenancy to continue.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$12,391.14. In my opinion, there are sufficient grounds to terminate the tenancy agreement

unless the respondents show good intention by promptly reporting the household income and paying the rent arrears which accumulated prior to the application of the full unsubsidized rent. The landlord shall recalculate the rent for any months between March, 2005 and present where the household income is reported by the respondents.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$12,391.14 and terminating the tenancy agreement on September 30, 2005 unless the respondents pay the applicant at least \$3946.14 and report the household income in accordance with the tenancy agreement.

Hal Logsdon
Rental Officer