

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and **TRUDY MANTLA AND AMANDA 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, NT**.

BETWEEN:

RAE-EDZO HOUSING AUTHORITY

Applicant/Landlord

- and -

TRUDY MANTLA AND AMANDA 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 four hundred fifty six dollars (\$456.00).
2. Pursuant to sections 43(3)(a) and 43(3)(b) of the *Residential Tenancies Act*, the respondents shall comply with their obligation to not disturb other tenants and shall not create any disturbances in the future.
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 20th day of September, 2005.

Hal Logsdon
Rental Officer

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BETWEEN:

RAE-EDZO HOUSING AUTHORITY

Applicant/Landlord

-and-

TRUDY MANTLA AND AMANDA 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
Amanda Mantla, respondent

Date of Decision: September 1, 2005

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by disturbing other tenants in the residential complex. The applicant sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement between the parties. The premises are located in a six unit residential complex and 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 \$456. The applicant also provided notices dated February 7 and June 1, 2005 outlining complaints received about parties and loud noises in the respondents' premises. The notices do not set out any particular dates of the alleged disturbances but warn the respondents that disturbances are a breach of the *Residential Tenancies Act*. The June notice seeks vacant possession of the premises by June 13, 2005. The applicant stated that the police were summoned to the premises on at least one occasion.

The respondent did not dispute the rent arrears and stated she would pay them promptly. The respondent stated that they frequently had friends visit but she didn't think they were loud enough to create a disturbance.

Although details of the alleged disturbances are lacking, I am satisfied that some degree of disturbance has occurred. Other tenants do not summon the police unless there is a significant

amount of noise at an inappropriate time of day. I find the respondents in breach of their obligation to pay rent and to not disturb other tenants. I find the rent arrears to be \$456. In my opinion, the tenancy agreement should be permitted to continue provided reasonable arrangements are made to pay the rent arrears and there are no future disturbances.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$456, requiring the respondents to comply with their obligation to not disturb other tenants, to not create any disturbances in the future and to pay future rent on time. Should any further disturbance occur or the rent arrears are not paid in a reasonable period of time, the applicant may file a future application seeking termination of the tenancy agreement.

Hal Logsdon
Rental Officer