

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-EDZO, 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 eight thousand two hundred thirty six dollars (\$8236.00).
2. Pursuant to sections 41(4)(c) and 43(3)(d) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit #4, Sixplex, Nihtl Exo Tili,

Rae, NT shall be terminated on February 28, 2006 and the respondents shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of January, 2006.

Hal Logsdon
Rental Officer

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.

BETWEEN:

RAE-EDZO HOUSING AUTHORITY

Applicant/Landlord

-and-

TRUDY MANTLA AND AMANDA MANTLA

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: January 24, 2006

Place of the Hearing: Rae-Edzo, NT

Appearances at Hearing: Robert Richardson, representing the applicant

Date of Decision: January 24, 2006

REASONS FOR DECISION

The respondents were served with Notices of Attendance on January 5, 2006, 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 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.

A previous order (File #10-8562, filed on September 21, 2005) required the respondents to pay rent arrears of \$456, not disturb other tenants in the future and to pay future rent on time.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$8236. The \$456 from the previous order has been satisfied.

The applicant provided notices to the respondents in evidence outlining two incidents of disturbance since the date of the last hearing. The first notes that the respondents are permitting non-residents to do laundry in the residential complex which is causing disturbance to other tenants. The other notes a complaint about the respondents throwing items out the windows.

I find the respondents in breach of their obligation to not disturb other tenants and their obligation to pay rent. I find the rent arrears to be \$8236. Despite the notices and the previous order, the respondents continue to disturb their neighbours and to not pay the full amount of rent owing. In my opinion, termination of the tenancy agreement is the only remaining remedy to protect the landlord from further loss and eliminate the behaviour which is disturbing other tenants.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$8236 and terminating the tenancy agreement on February 28, 2006.

Hal Logsdon
Rental Officer