

IN THE MATTER between **LAC LAMARTRE HOUSING ASSOCIATION**,  
Applicant, and **LISA MANTLA**, Respondent;

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 **WHATI, NT**.

BETWEEN:

**LAC LAMARTRE HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**LISA MANTLA**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act* the respondent shall pay the applicant rent arrears in the amount of fifteen thousand two hundred thirteen dollars (\$15,213.00).
2. Pursuant to section 84(2) of the *Residential Tenancies Act* the respondent may pay the rent arrears in monthly installments of no less than two hundred dollars (\$200.00), the first payment becoming due on September 30, 2007 and payable thereafter no later than the last day of every month, until the rent arrears are paid in full.

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

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of September, 2007.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **LAC LAMARTRE HOUSING ASSOCIATION**,  
Applicant, and **LISA MANTLA**, Respondent.

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:

**LAC LAMARTRE HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**LISA MANTLA**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** September 5, 2007

**Place of the Hearing:** Whati, NT

**Appearances at Hearing:** Terry Fisher, representing the applicant  
Lisa Mantla, respondent  
Louisa Beaverho, witness

**Date of Decision:** September 12, 2007

**REASONS FOR DECISION**

The applicant indicated that the legal name of the landlord was “Lac LaMartre Housing Association”. The style of cause of the order shall reflect the legal name of the landlord.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement.

The applicant provided a statement of the rent in evidence which indicated a balance of rent owing in the amount of \$15,237.36. The applicant also provided monthly invoices for the rent and rent assessment reports from the Income Security Program in evidence.

The respondent did not dispute the allegations but indicated she could pay the rent arrears in monthly installments.

I find that the rent charged to the respondent as shown on the applicant’s statement is incorrect. The respondent has been over charged \$24.36. The rent for April, 2006 was assessed at \$506 as shown on the Income Security Program reports yet is shown as \$506.36 on the applicant’s statement, a difference of \$0.36. The rent for November, 2006 was assessed at \$955 as shown on the Income Security Program reports yet is shown as \$967 on the applicant’s statement, a difference of \$12. The rent for December, 2006 was assessed at \$938 as shown on the Income

Security Program reports yet is shown as \$950 on the applicant's statement, a difference of \$12. The Income Security Officer attended the hearing and confirmed the assessments shown on the Income Security Program reports as correct.

Adjusting the statement balance to reflect the proper rent assessments, I find rent arrears of \$15,213 calculated as follows:

Balance as per statement	\$15,237.36
Adjustment, April/06 rent	(0.36)
Adjustment, November/06 rent	(12.00)
Adjustment, December/06 rent	<u>(12.00)</u>
Rent arrears	\$15,213.00

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$15,213. In my opinion, considering that these arrears have accrued over a long period of time, the tenancy agreement should be permitted to continue provided the respondent pays her monthly rent on time and makes an additional monthly payment to be applied to the arrears. Given the current household income, I believe an additional payment of \$200 each month is not unreasonable.

An order shall issue requiring the respondent to pay the rent arrears of \$15,213 in monthly installments of \$200, payable no later than the last day of every month until the arrears are paid in full. The first payment shall be due on September 30, 2007. The respondent shall also be ordered to pay the monthly rent on time.

Should the respondent fail to make monthly payments of arrears in accordance with this order or fail to pay the monthly rent on time, the applicant may file another application seeking the full payment of any balance and termination of the tenancy agreement.

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Hal Logsdon  
Rental Officer