

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and  
**HARRY (HARDY) MANTLA AND LOUISA FISH-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 **BEHCHOKO, NT**.

BETWEEN:

**RAE-EDZO HOUSING AUTHORITY**

Applicant/Landlord

- and -

**HARRY (HARDY) MANTLA AND LOUISA FISH-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 twenty seven thousand seven hundred sixteen dollars and seventy two cents (\$27,716.72).
  2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit 297, Behchoko, NT shall be terminated on March 31, 2009 and the respondents shall vacate the premises on that date.
- DATED at the City of Yellowknife, in the Northwest Territories this 9th day of February, 2009.

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Hal Logsdon  
Rental Officer

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-and-

**HARRY (HARDY) MANTLA AND LOUISA FISH-MANTLA**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** February 4, 2009

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

**Appearances at Hearing:** Robert Richardson, representing the applicant  
Berna Wellin witness for the applicant  
Harry (Hardy) Mantla, respondent  
Louisa Fish-Mantla, respondent  
Rose Lamouelle, representing the respondents

**Date of Decision:** February 9, 2009

### **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 respondent to pay the alleged rent arrears and terminating the tenancy agreement between the parties.

The respondent provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$48,228.97. The respondents did not offer any evidence disputing the amount owing but questioned why the rent had been assessed at such a high amount from time to time. The full unsubsidized rent has been assessed on a number of occasions.

The applicant obtained a rental officer order (file #10-7867, filed on June 7, 2004) which required the respondents to pay rent arrears of \$19,317.10 and terminated the tenancy agreement on June 30, 2004 unless the respondents made a payment of at least \$500 by that date. The respondents failed to make the required payment and the tenancy agreement was terminated on June 30, 2004.

The respondents remained in possession of the premises. The applicant obtained an order from the Supreme Court of the Northwest Territories authorizing the Sheriff to put the landlord in possession on October 17, 2004 and issuing a judgement against the respondents in the amount of \$20,046.10.

The applicant did not enforce the eviction order and the respondents continued to overhold until April, 2005 when the applicant entered into a new tenancy agreement with the respondents. This tenancy agreement has been renewed on several occasions and the respondents have remained in continuous possession of the premises.

The relief sought by the applicant includes rent arrears which accrued prior to April, 2005. The applicant already has a judgement for some of these arrears and can not now seek compensation for use and occupation of the premises in 2004 and 2005. I shall only consider rent which has accrued since the formation of the current tenancy agreement in April, 2005.

Examining the ledger, I find rent arrears in the amount of \$27,716.72 determined as follows:

Rent assessed, April, 2005 to February, 2009 -	\$31,878.72
Rent paid, April 2005 to present -	<u>4,162.00</u>
Balance owing applicant	\$27,716.72

The full unsubsidized rent has been charged during this period on six occasions. Information provided at the hearing by the Customer Service Officer, who appeared as a witness for the applicant, indicates that the rent for four of these months was based on the household income of the respondents. The full unsubsidized rent was charged in December/08, January/09 and February/09 because the respondents failed to provide any household income information on which to calculate the rent. The respondent stated that the CSO had offered to help him get the required documentation from Employment Insurance in order to comply with his obligation to report income. The witness stated that she was willing to assist with the task but that the

respondent had to report to her office in order for her to access the information. I find the application of the full unsubsidized rent to be reasonable but note that it may be adjusted if the respondents comply with their obligation to report the household income in accordance with the tenancy agreement.

In my opinion, there are sufficient grounds to terminate the tenancy agreement. Despite once facing eviction, the respondents are making little or no effort to address their rent obligation. It is clear from the evidence that even though financially able to pay the rent, they choose not to do so. In 2004, I found that these tenants paid some rent but usually not enough to cover the full assessed amount. Since that time the situation has become much worse with the respondents now failing to pay any rent at all for months at a time.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$27,716.72 and terminating the tenancy agreement on March 31, 2009.

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Hal Logsdon  
Rental Officer