

IN THE MATTER between **BEHCHOKO KO GHA K'AODEE**, Applicant, and  
**CLAUDIA MANTLA**, Respondent;

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

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,  
regarding the rental premises at **BEHCHOKO, NT**.

BETWEEN:

**BEHCHOKO KO GHA K'AODEE**

Applicant/Landlord

- and -

**CLAUDIA 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 five thousand seven hundred forty eight dollars (\$5748.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 438A Weda Tili, Behchoko, NT shall be terminated on April 30, 2011 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of April,  
2011.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **BEHCHOKO KO GHA K'AODEE**, Applicant, and  
**CLAUDIA 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:

**BEHCHOKO KO GHA K'AODEE**

Applicant/Landlord

-and-

**CLAUDIA MANTLA**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 7, 2011

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

**Appearances at Hearing:** Rose Dryneck, representing the applicant  
Claudia Mantla, respondent

**Date of Decision:** April 12, 2011

### **REASONS FOR DECISION**

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 and terminating the tenancy agreement. The premises are subsidized public housing.

The applicant provided copies of the tenant ledger which indicated a balance of rent owing in the amount of \$5748. The applicant stated that the full unsubsidized rent had been applied in April, 2011 because the respondent had not provided any income information on which to calculate a subsidized rent for that month. The applicant testified that all of the other rent assessments were calculated on the respondent's reported household income.

The respondent acknowledged that she had not provided the required income information and did not dispute the allegations. She stated that she planned on moving out because the premises were in poor condition. She stated that she frequently stayed with her mother due to the condition of the premises.

In September, 2010 the respondent agreed to pay the rent arrears in monthly installments of \$500. The ledger indicates that she failed to make these payments. The respondent stated that she would pay the arrears in monthly installments of \$200 if she was permitted to stay in the house. The applicant opposed another payment plan and sought the termination of the tenancy agreement.

I find the application of the full unsubsidized rent to be reasonable. I find the ledger in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$5748. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid. The respondent was previously given an opportunity to pay the arrears and failed to pay even the full monthly rent.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$5748 and terminating the tenancy agreement on April 30, 2011 unless those arrears are paid in full.

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Hal Logsdon  
Rental Officer