

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **MARY AGNES 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 **YELLOWKNIFE, NT.**

BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

- and -

**MARY AGNES MANTLA**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall submit to the applicant at least one of the following documents on or before May 31, 2012:
  - a) a driver's licence for Tony Mantla,
  - b) a dated and executed tenancy agreement showing Tony Mantla as tenant and the address of the rental premises,
  - c) rent receipt(s) issued in 2012 to Tony Mantla,
  - d) utility bill(s) issued in 2012 showing address of service and account in the name of Tony Mantla,
  - e) a 2011 property tax notice showing Tony Mantla as owner,
  - f) a 2011 income tax return, or

- g) a statutory declaration sworn by the respondent stating that Tony Mantla is not an ongoing occupant of 2027 Sissons Court and regularly resides elsewhere.

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of May,  
2012.

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Hal Logsdon  
Rental Officer

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R-5 (the "Act");

AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

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Applicant/Landlord

-and-

**MARY AGNES MANTLA**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 3, 2012

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

**Appearances at Hearing:** Ella Newhook, representing the applicant  
Mary Agnes Mantla, respondent  
Mira Hall, representing the respondent

**Date of Decision:** May 3, 2012

### **REASONS FOR DECISION**

The applicant alleged that the respondent had breached her obligation to report all of the occupants of the rental premises in accordance with the tenancy agreement. The applicant served a notice of termination on the respondent dated February 23, 2012 terminating the tenancy agreement on March 31, 2012. The respondent remains in possession of the premises. The applicant sought an order evicting the respondent. The premises are subsidized public housing.

The applicant stated that while a staff member was attending the premises on June 26, 2011 he observed Tony Mantla, the respondent's brother in the unit whom he believed was an occupant. The applicant stated that Mr. Mantla had told them that he lives on the highway and more recently had indicated that he lived with his uncle in Behchoko.

The applicant stated that she verbally asked the respondent to provide proof that Mr. Mantla did not live in the unit. On February 7, 2012 a formal written request was issued asking the respondent to provide specific documents obtainable from Mr. Mantla showing that he did not live in the unit. The applicant testified that the respondent did not respond to either request and the termination notice was served on February 23, 2012.

The respondent stated that she had provided a letter from her brother to Mira Hall who was assisting her with the matter. The matter was adjourned briefly so the respondent could retrieve the document and/or have Ms. Hall attend the hearing.

When the hearing resumed a letter dated March 14, 2012 and signed by Peter Mantla was presented in evidence. Peter Mantla is a brother of the respondent. The letter simply states that Tony Mantla is not staying with the respondent. It does not provide any indication of where Tony Mantla does live.

The respondent testified that Tony Mantla did not live with her. She acknowledged that he occasionally came to visit but never stayed more than one or two days. She stated that he stayed in various places but to her understanding, primarily in Behchoko. The respondent stated that on the day Mr. Mantla was seen in her unit, the load limiter placed on her electrical service had tripped and Mr. Mantla was helping her deal with it. She also stated that it had been hard to contact Mr. Mantla to obtain the documents that the landlord required. Ms Mantla's testimony suggested to me that she was not sure what documents had been required by the landlord or who to give them to.

Article 5 of the written tenancy agreement between the parties states in part,

**5. Occupants**

All people other than the Tenant who may occupy the premises shall be listed on Schedule "B". No additional persons may reside in the leased premises without the prior written consent of the landlord. The tenant promises to notify the Landlord of any changes in the number of residents occupying the premises.

Article 6 of the tenancy agreement requires the tenant to report the number of occupants and their incomes.

**6. Tenant's Income**

The Tenant promises to provide a subsidy agent appointed by the Landlord with an accurate report of the Tenant's income, the income of any occupant of the Premises,

the size of the Tenant's family and the number of occupants residing on the Premises, whenever, and as often as , the subsidy agent requests such a report.

Because the benefits of public housing are based on financial need and calculated on the household income, the reporting of all household income is essential to maintain the fairness of the program and ensure the best use of government expenditures. Failing to report all of the household income is, in my opinion, a serious breach of the tenant's obligations.

I recognize that when there is some suspicion that a tenant has not reported all of the occupants of the premises, that it is often difficult to gather sufficient evidence to fully support the allegation without becoming intrusive and, in effect, disturbing the tenant's quiet enjoyment of the premises. For that reason, I believe it is reasonable to require the tenant to provide some proof that the suspected occupant does not reside in the unit. In this case the landlord had a reasonable suspicion that Mr. Mantla was living at the premises and sought proof that he lived elsewhere. The respondent failed to provide that proof within the time limitation set out by the landlord.

One must recognize that requiring a tenant to produce documents that are not in their possession or easily obtainable by them may not be reasonable. It is certainly conceivable that Mr. Mantla does not wish to provide documents such as his tax return to anyone. Or, it may be that he just hasn't had the time or inclination to respond to a request from Ms Mantla for the documents. In either case, obtaining the documents expressly set out by the landlord was not in Ms Mantla's hands and I doubt she was able to determine on her own what "other" documents might be acceptable.

Although, the termination notice was issued in accordance with sections 51(5) and 55(3) of the Act, in my opinion, the eviction of the respondent is not justified. In my opinion, the respondent should have also been able to provide a statutory declaration that Mr. Mantla does not reside at the rental premises and resides elsewhere. She should now have an opportunity to provide such a document in lieu of documents specified by the landlord that are only obtainable from Mr. Mantla.

An order shall issue requiring the respondent to provide one of a number of specified documents to the applicant on or before May 31, 2012. Should the respondent fail to satisfy the order, the applicant is granted leave to re-apply for an order evicting the respondent.

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Hal Logsdon  
Rental Officer