

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **CELINE 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 -

CELINE MANTLA

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 67(4) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for use and occupation of the rental premises in the amount of one thousand six hundred twenty five dollars (\$1625.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs for a lock change in the amount of one hundred eight dollars and twenty nine cents (\$108.29).

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of
November, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **CELINE 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:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

CELINE MANTLA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 9, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Ella Newhook, representing the applicant
Celine Mantla, respondent
Sue Qitsualik, representing the respondent

Date of Decision: November 9, 2012

REASONS FOR DECISION

The applicant personally served the respondent with a notice of termination on August 15, 2012 terminating the monthly tenancy agreement between the parties on September 30, 2012. The applicant stated that the respondent remains in possession of the premises. The applicant sought an order requiring the respondent to pay compensation for use and occupation of the premises, charges for a lock change which was requested by the respondent and an eviction order. The premises are subsidized public housing.

Sections 51(5) and 55(3) of the *Residential Tenancies Act* set out provisions whereby a tenancy agreement that has been renewed as a monthly agreement may be terminated by the landlord's notice.

51.(5) Where a tenancy agreement for subsidized public housing is renewed as a monthly tenancy under subsection 49(1), a landlord may terminate the tenancy on the last day of a period of the tenancy, by giving the tenant a notice of termination not later than 30 days before that day.

55.(3) A notice of termination from a landlord to a tenant must

- (a) be in writing;**
- (b) be signed by the landlord or an agent of the landlord;**
- (c) identify the rental premises to which the notice applies;**
- (d) state the date on which the tenancy is to terminate; and**
- (e) state the reason for the termination of the tenancy.**

The reasons for the termination stated in the notice were as follows:

- Persons in your home created another disturbance the weekend of August 4-6, 2012 resulting in numerous noise complaints and excessive damage to the common areas of the residential complex.
- You have violated item #5 of your lease agreement in having an unauthorized occupant - Jeannie Mantla residing in your home.

The respondent did not dispute that her daughter, Jeannie Mantla, had created a disturbance. The respondent was working at a remote job site and had permitted her daughter to occupy the premises in her absence. She stated that the damages to the common areas of the building may not have been done by her daughter or her guests but acknowledged that she had paid for them nevertheless. The respondent stated that after this incident she had requested that the locks be changed so that she could effectively control when her daughter could occupy the premises. Schedule B to the tenancy agreement previously listed Jeannie Mantla as an occupant but shows that she moved out and was removed from Schedule B on July 1, 2009.

Although section 45(3) of the Act permits a landlord to restrict the number of persons who occupy the premises, in my opinion, it is not reasonable to restrict occupants by name. Therefore, I do not find that permitting Jeannie Mantla to occupy the premises after she was removed from Schedule B to be a breach of the tenancy agreement. However, it is clear from the evidence that Jeannie Mantla and her guests created a disturbance on the weekend of August 4-6 which is a substantial breach of the tenancy agreement and the Act.

The tenancy agreement between the parties was originally made for a term and was renewed as a

monthly agreement. The notice period conforms to 51(5) and the form of the notice conforms to section 55(3). Therefore the landlord's notice of August 15, 2012 effectively terminated the tenancy agreement on September 30, 2012. The respondent has been overholding since October 1, 2012.

An overholding tenant in subsidized public housing is not entitled to a rent subsidy. This principle has been established in many NWT Supreme Court cases where compensation for use and occupation has been awarded following the effective termination date of the tenancy agreement. I find compensation for use and occupation of \$1625 to be reasonable.

The respondent requested the lock change specifically to control her daughter's access to the apartment. She should pay for the work. I find the costs to be reasonable.

An order shall issue requiring the respondent to pay the applicant compensation for use and occupation in the amount of \$1625 and costs related to the lock change in the amount of \$108.29. This decision was made known to the parties at the conclusion of the hearing.

An eviction order will be issued separately.

Hal Logsdon
Rental Officer