

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

EVICITION ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 63(4)(a) of the *Residential Tenancies Act*, the respondent shall be evicted from the premises known as 302 - 5001 Forrest Drive, Yellowknife, NT on November 30, 2012.

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 eviction order.

Section 63(4)(a) of the *Residential Tenancies Act* sets out two criteria which must be met in order to issue an evictions order.

- 63.(4) A rental officer who terminates a tenancy or determines that a tenancy has been terminated in accordance with this Act, and who determines that an eviction is justified, may make an order**
- (a) evicting the tenant on the date specified for the termination of the tenancy in the agreement, notice or order, or on the earliest reasonable date after the date of termination of the tenancy.**

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 tenancy agreement between the parties was originally made for a term and was renewed as a monthly agreement. The notice period conforms to section 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 termination notice was issued in part due to repeated disturbances created by the respondent's daughter. The evidence supports the disturbances and the respondent acknowledged them, although she was out of town when they occurred. Disturbance constitutes a breach of the tenancy agreement and the *Residential Tenancies Act*. Section 43 of the Act sets out termination of the tenancy agreement as one possible remedy for disturbance.

The ability for a landlord to terminate a tenancy agreement by notice belongs exclusively to public housing landlords and landlords who have rented their only residences in the NWT. Other landlords must seek an order from a rental officer who may issue a termination order only after hearing the matter. A rental officer may elect to deny a request for a termination order in favour of a more reasonable remedy, given the facts of the matter. However, to deny an eviction order when the tenancy agreement has been lawfully terminated by a public housing landlord's notice, a rental officer must determine that the eviction is not justified. Surely a rental officer would have to also find that the termination was not justified.

The word “justified” implies that there are adequate grounds to issue the order. The *Residential Tenancies Act* sets out termination of the tenancy agreement as a potential remedy for most breaches of the Act. Therefore one could justify termination and eviction for all but the most trivial of breaches. Clearly, the legislature intended to allow public housing landlords to determine if termination was the most appropriate remedy rather than have the matter determined by a rental officer. Consequently, a rental officer is only able to deny a public housing eviction order after a tenancy has been terminated by the landlord’s notice if they find no breach or the breach is trivial.

In this matter, the respondent’s obligation to not disturb other tenants is clearly not trivial. Disturbance is a substantial breach of the tenant’s obligations. While I understand that the disturbances were not created directly by the respondent, she nevertheless permitted her daughter to occupy the apartment in her absence. I also note that the respondent stated that she has changed the locks in order to prevent a future occurrence of this sort. These facts do not, in my opinion, make the issuance of an eviction order unjustified. In my opinion, it is reasonable to issue the eviction order and permit the landlord to decide on enforcement of the order.

An eviction order to be effective on November 30, 2012 shall issue. This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer