

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

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

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 -

**JOHN P. 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 nine hundred dollars (\$900.00).
2. Pursuant to section 14.2(2)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant the remaining balance of the required security deposit in the amount of seven hundred one dollars (\$701.00).
3. Pursuant to section 45(4)(e) of the *Residential Tenancies Act*, the tenancy agreement between the parties shall be terminated on April 15, 2014 and the respondent shall vacate

the premises on that date, unless the full household income is reported in accordance with the tenancy agreement.

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of March, 2014.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **BEHCHOKO KO GHA K'AODEE**, Applicant, and **JOHN P. 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-

**JOHN P. MANTLA**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** December 3, 2013

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

**Appearances at Hearing:** Michael Keohane, representing the applicant  
John P. Mantla, respondent

**Date of Decision:** March 25, 2014

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent, failing to repair damages to the rental premises, failing to pay the balance of the required security deposit and failing to accurately report the household income. The applicant sought an order requiring the respondent to pay the alleged rent arrears and outstanding security deposit, to pay the repair costs and terminating the tenancy agreement and evicting the respondent. The premises are subsidized public housing.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$9720. The full unsubsidized rent of \$1545 has been charged from May, 2013 to present. The applicant stated that the respondent had failed to report the income of other household members. The applicant stated that the assessed rent would be \$75 if calculated on the income information provided.

The applicant provided a statement of the security deposit account which indicated that 50% of the required \$1402 security deposit had been paid. The tenancy agreement commenced on November 1, 2012.

The applicant provided an inspection report indicating damages to the premises. The applicant also provided an invoice for repairs for \$3501.75. There was no evidence to indicate that any of the repairs had been undertaken by the applicant or others. A check-in inspection report was also provided in evidence by the applicant.

The applicant stated that the respondent had failed to provide any income information for his son who resided in the premises. The applicant stated that if the rent was calculated on the reported income of the applicant only, the monthly rent would be \$75.

The respondent stated that the damages to the premises occurred while he and his son were in Yellowknife. He stated that the damages were done by persons unknown to him and that the incident was reported to the police. He stated that the damages were done during the September long weekend. He also noted that some of the damages were noted on the check-in report as present at the commencement of the tenancy agreement.

The respondent did not dispute the allegations pertaining to the security deposit or the reporting of the household income.

The application of the full unsubsidized rent for the months of May - November is not reasonable. I have quoted the legal precedents in numerous decisions involving the applicant, apparently to no avail. The applicant continues to charge the full unsubsidized rent where the income information provided by the tenant is inaccurate or incomplete. The full unsubsidized rent for May -November is denied. I find the rent arrears to be \$900 calculated as follows:

Balance as per ledger	\$9720
Reverse unsubsidized rent (June - November)	(9270)
Rent @ \$75 (June - November)	<u>450</u>
Rent arrears	\$900

I find the respondent in breach of his obligation to accurately report the household income in accordance with the tenancy agreement. In my opinion this is a serious breach of the tenancy agreement and constitutes sufficient grounds to terminate the agreement unless the information is promptly provided.

I find the security deposit statement in order and find the respondent in breach of his obligation to provide the full amount of the required security deposit. I find the balance owing to be \$701.

I find no evidence to refute the respondent's testimony that the damages to the premises were caused by vandalism. I also note that the missing window cranks, noted on the applicant's inspection report were noted as missing on the check-in inspection report. On the balance of probabilities, I do not find that these repairs, which apparently have not been done, are required due to the negligence of the respondent. The relief is denied.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$900 and the outstanding security deposit of \$701. The tenancy agreement shall be terminated on April 15, 2014 unless the respondent provides the full and accurate household income information to the applicant in accordance with the tenancy agreement.

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Hal Logsdon  
Rental Officer