

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**STEPHANIE 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:

**NPR LIMITED PARTNERSHIP**

Applicant/Landlord

- and -

**STEPHANIE 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 one thousand seven hundred thirty five dollars and forty cents (\$1735.40).
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 1429 Gitzel Street, Yellowknife, NT shall be terminated on May 5, 2014 unless the respondent pays the applicant at least five hundred dollars (\$500.00) on or before that date.
3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay

future rent on time.

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

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**STEPHANIE 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:

**NPR LIMITED PARTNERSHIP**

Applicant/Landlord

-and-

**STEPHANIE MANTLA**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 24, 2014

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

**Appearances at Hearing:** Marie Laberge, representing the applicant  
Stephanie Mantla, respondent

**Date of Decision:** April 24, 2014

**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 arrears and terminating the tenancy agreement and evicting the respondent.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing of \$1735.40. The monthly rent for the premises is \$1960 and the applicant holds a security deposit of \$1960.

The respondent did not dispute the allegations. She stated that most of her income was derived from the *Income Assistance Program* and that she was trying to pay what she could afford. She stated that she could pay \$500 promptly and would try to catch up on the remaining arrears.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$1735.40. In my opinion, there are sufficient grounds to terminate the tenancy agreement.

However, in my opinion, the tenancy should be permitted to continue to give the respondent an opportunity to explore other areas of assistance, provided that the landlord is not exposed to additional loss of rent. Since the respondent receives income assistance for most if not all of the monthly rent, a payment of \$500 should lower the total amount of rent owing through May.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1735.40 and

terminating the tenancy agreement on May 5, 2014 unless at least \$500 of the rent arrears are paid on or before that date. There shall be no eviction order issued at this time. The applicant may file another application should the respondent fail to address the remaining rent arrears in a reasonable manner.

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Hal Logsdon  
Rental Officer