

IN THE MATTER between **Behchoko Ko Gha K'aodee**, Applicant, and **Alice Joyce 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, **Adelle Guigon**, Deputy Rental Officer, regarding a rental premises located within the **community of Behchoko in the Northwest Territories**.

BETWEEN:

**BEHCHOKO KO GHA K'AODEE**

Applicant/Landlord

- and -

**ALICE JOYCE MANTLA**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent must pay to the applicant rental arrears accumulated as of December 2013 in the amount of \$15,298.00 (fifteen thousand two hundred ninety-eight dollars).
2. Pursuant to sections 45(4)(a) and 45(4)(b) of the *Residential Tenancies Act*, the respondent must comply with her obligation to report household income in accordance with section 6 of her residential tenancy agreement by reporting her household income for the months of December 2013 to October 2014, and she must not breach that obligation again.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent must pay her rent on time in the future.
4. Pursuant to sections 41(4)(c), 45(4)(e), and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as 356 Kay Tay Whee Tili in Behchoko, Northwest Territories, will terminate March 31, 2015, unless the respondent's household income and rents for the months of October 2014 to March 2015 are reported and paid on time.

DATED at the City of Yellowknife in the Northwest Territories this 15th day of October 2014.

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Adelle Guigon  
Deputy Rental Officer

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BETWEEN:

**BEHCHOKO KO GHA K'AODEE**

Applicant/Landlord

-and-

**ALICE JOYCE MANTLA**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>October 7, 2014</b>
<b><u>Place of the Hearing:</u></b>	<b>Behchoko, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>Michael Keohane, representing the applicant Therese Migwi, representing the applicant Alice Joyce Mantla, respondent</b>
<b><u>Date of Decision:</u></b>	<b>October 7, 2014</b>

### **REASONS FOR DECISION**

An application to a rental officer made by Behchoko Ko Gha K'aodee as the applicant/landlord against Alice Joyce Mantla as the respondent/tenant was filed by the Rental Office April 16, 2014. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as 356 Kay Tay Whee Tili in Behchoko, Northwest Territories. The applicant personally served a copy of the filed application on the respondent May 16, 2014.

The applicant alleged in the application the respondent had accumulated rental arrears, had failed to pay the full amount of the security deposit, had failed to report her household income, and had caused damages to the rental premises. The applicant sought an order for payment of the remaining security deposit, payment of rental arrears, compensation for repairs of damages, reporting of household income, termination of the tenancy agreement, eviction, and compensation for use and occupation of the rental premises post-termination.

A hearing was initially scheduled for July 4, 2014, in Behchoko at which time both the applicant and the respondent appeared in response to the notices of attendances. However, due to concern for the respondent's inability to read or write in English and possible issues with determining whether or not she understood the documents she was receiving, it was agreed by all parties to adjourn the matter *sine die* to arrange for an interpreter to attend.

The hearing was re-scheduled to October 7, 2014, in Behchoko. Mr. Michael Keohane and Ms. Therese Migwi appeared representing the applicant. Ms. Alice Joyce Mantla appeared as respondent. Unfortunately, the scheduled interpreter was unable to attend due to a double-booking on his part. After some discussion and Ms. Mantla's expressed desire to deal with the matter now, it was agreed the hearing would proceed without an interpreter. Ms. Mantla indicated she could speak and understand the English language, and that it was 'big' words that she had difficulty understanding. It was agreed that care would be taken to speak in as simple English words as possible for Ms. Mantla's benefit.

The applicant's representatives testified that Ms. Mantla has been a tenant in subsidized public housing since December 1986. In December 2001 she was transferred into her current rental premises at 356 Kay Tay Whee Tili in Behchoko and she signed a new tenancy agreement for that premises. Rental arrears began accumulating in 1999 due to several months without rental payments being made, including a lengthy period from November 2008 to February 2011 and nothing at all since February 2012.

During much of this time the respondent also failed to report her household income from which monthly subsidies are calculated. In January 2014, the respondent provided outstanding reports of household income up to December 1, 2013, from which the rents for the periods prior to then were re-assessed and appropriate subsidies applied. The household income for December 2013 to present has not been reported to date.

A review of the rent account by the applicant revealed the outstanding security deposit for which the applicant made an application for payment had actually been inappropriately applied against rental arrears in 2004. The applicant withdrew their application for payment of outstanding security deposit and requested that the rental arrears be amended to \$511.17 security deposit amount that was erroneously applied.

There was no documentary evidence on file for the alleged damages to the rental premises, and the applicant's representatives admitted they did not have any knowledge of the damages referred to in the application. The applicant withdrew the application for compensation of costs to repair damages.

The applicant indicated they believed the situation at Ms. Mantla's household stemmed largely from Ms. Mantla's family living with her. The rent is subsidized based on total household income, including the income of adult occupants. Ms. Mantla by herself does not have the means to pay the total assessed rent by herself; she has made no payments towards her rent account since 2012, but neither have any payments been received from the other occupants of the rental premises to assist her. In light of the significant amount of rental arrears to date, the applicant reiterated their requirement for an order terminating the tenancy agreement, but conceded they would be satisfied with a conditional termination order.

Ms. Mantla did not dispute the amount of rental arrears. She testified that it has been difficult for her to get her son to cooperate with getting his pay stubs to submit to the applicant and that she has not been able to get the financial help she needs from him. She accepted that she would lose her home if this matter was not resolved and allowed for that to happen, saying it would be okay if she had to leave the premises. When asked if she could commit to a monthly payment plan, she stated she could afford to pay \$75 per month towards her rent. Unfortunately, her rent has been assessed as of December 2013 at \$345, largely due to her son's last reported income.

*Tenancy agreement*

The tenancy agreements entered into evidence by the applicant for the rental premises known as 356 Kay Tay Whee Tili in Behchoko was made between the parties starting December 1, 2001. This tenancy is for subsidized public housing. There was no dispute between the parties regarding the tenancy. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

*Rental arrears and reporting of household income*

The ledger cards chart and lease ledger submitted into evidence by the applicant represents the landlord's accounting of monthly assessed rent and payments made against the respondent's rent account. There was no dispute by the respondent to the accuracy of this document. I am satisfied the lease ledger accurately reflects payments received to October 6, 2014.

Section 18(3) of the Act specifies a security deposit must be returned or accounted for within 10 days "after the day a tenant vacates or abandons the rental premises." As the respondent has neither vacated nor abandoned the rental premises, I accept the applicant's request to reverse the erroneous application of \$511.17 of the security deposit from the rent account and will add that amount to the rental arrears.

Section 45 of the Act speaks to a tenant's requirement to comply with additional obligations set out in a written tenancy agreement. Section 6 of the tenancy agreements specifies the tenant's obligation to report total household income whenever and as often as requested. Ms. Mantla was repeatedly made aware of this obligation, and in fact did eventually submit reports of household income in January 2014 for the outstanding months up to December 1, 2013. The monthly rents were re-assessed based on reported household income and the rental arrears as of December 31, 2013, were \$14,786.83 plus the security deposit of \$511.17 mentioned above, for a total amount of rental arrears of \$15,298.

Section 7 of the tenancy agreements indicates the tenant is eligible for a rent subsidy only if the tenant does not breach any of the terms of the tenancy agreement. Ms. Mantla has not reported total household income for December 2013 to present and therefore is in breach of her tenancy agreement, and has been in breach since January 2014. The landlord's application of maximum monthly rent of \$1,545 for the months of January 2014 to present is appropriate, resulting in rental arrears as of this hearing date of \$30,748.

In discussions at hearing and in an effort to work with Ms. Mantla, the applicant was agreeable to an order for payment of rental arrears accumulated to December 31, 2013, and that Ms. Mantla report her household income since December 2013 so that her rent subsidy could be calculated and her rental arrears adjusted appropriately. In my opinion, this is a reasonable course of action, and at hearing it was emphasized to Ms. Mantla that she is the one who must make sure her adult children living with her understand and cooperate with their responsibilities to her in this matter.

*Termination of tenancy agreement*

In light of the extensive rental arrears and significant repeated failure to pay any rent since 2012, termination of the tenancy agreement is justified. However, I have heard that, although Ms. Mantla is the sole tenant with whom responsibility for this tenancy lies, Ms. Mantla's adult children living with her have not cooperated with their responsibilities to her. It is as much their failure to assist her as it is Ms. Mantla's failure to make any efforts of her own that have put them in a very real situation of losing their home. Ms. Mantla has expressed her remorse at the situation which has developed and is fully willing to accept the consequences. To my mind it seems reasonable to give Ms. Mantla an opportunity to rectify matters and prove that she can comply with her obligations going forward, now that she is fully aware of her responsibilities and the possible, serious consequences for failing to comply.

An order will issue requiring Ms. Alice Joyce Mantla to pay rental arrears accumulated to December 2013 in the amount of \$15,298; to pay her rent on time in the future; to report her household income for December 2013 to October 2014; and terminating her tenancy agreement on March 31, 2015, unless the household income is reported for October 2014 to March 2015 and the monthly rents are paid on time.

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Adelle Guigon  
Deputy Rental Officer

## APPENDIX A

### Exhibits

- Exhibit 1: Residential tenancy agreement fixed term lease dated February 21, 2011
- Exhibit 2: Residential tenancy agreement fixed term lease dated March 9, 2010
- Exhibit 3: Residential tenancy agreement fixed term lease dated May 28, 2009
- Exhibit 4: Residential tenancy agreement fixed term lease dated August 14, 2008
- Exhibit 5: Residential tenancy agreement indeterminate lease dated November 19, 2007
- Exhibit 6: Residential tenancy agreement indeterminate lease dated April 12, 2007
- Exhibit 7: Residential tenancy agreement indeterminate lease dated August 24, 2006
- Exhibit 8: Residential tenancy agreement indeterminate lease dated April 13, 2006
- Exhibit 9: Residential tenancy agreement dated June 9, 2005
- Exhibit 10: Residential tenancy agreement dated November 8, 2001
- Exhibit 11: Residential tenancy agreement dated February 11, 1999
- Exhibit 12: Residential tenancy agreement dated August 29, 1996
- Exhibit 13: Residential tenancy agreement dated February 24, 1995
- Exhibit 14: Residential tenancy agreement dated November 4, 1994
- Exhibit 15: Residential tenancy agreement dated June 15, 1990
- Exhibit 16: Tenancy agreement dated March 1, 1989
- Exhibit 17: Tenancy agreement dated December 22, 1986
- Exhibit 18: Ledger cards chart for March 30, 1999, to April 1, 2014
- Exhibit 19: Tenant ledger cards for November 3, 2003, to January 1, 2005
- Exhibit 20: Applicant's credit memo number 265339 dated March 5, 2004
- Exhibit 21: Applicant's general journal transaction dated December 23, 2004
- Exhibit 22: Applicant's general journal transactions number AJE-78 and AJE-79 dated March 31, 2005
- Exhibit 23: Tenant damage arrears statement dated October 25, 2010
- Exhibit 24: Statement dated June 12, 2008
- Exhibit 25: Lease ledger dated October 6, 2014