

IN THE MATTER between **NWT Housing Corporation**, Applicant, and **Richard Williah (Moosenose) and Martina Mantla**, Respondents;

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, **Adelle Guigon**, Deputy Rental Officer, regarding a rental premises within **the community of Whati in the Northwest Territories**.

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

- and -

RICHARD WILLIAH (MOOSENOSÉ) and MARTINA MANTLA

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents Richard Williah (Moosenose) and Martina Mantla must pay to the applicant rental arrears in the amount of \$3,953.84 (three thousand nine hundred fifty-three dollars eighty-four cents).
2. Pursuant to sections 41(4)(a) and 84(2) of the *Residential Tenancies Act*, the respondent Richard Williah (Moosenose) must pay to the applicant rental arrears in the amount of \$10,900.00 (ten thousand nine hundred dollars) in minimum monthly installments of \$125.00 (one hundred twenty-five dollars) starting in October 2014 and until the rental arrears are paid in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent must pay his rent on time in the future.
4. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as Unit 825 in Whati, Northwest Territories, will terminate March 31, 2015, unless the minimum monthly installments and rents for the months of October 2014 to March 2015 are paid on time.

DATED at the City of Yellowknife in the Northwest Territories this 2nd day of October 2014.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **NWT Housing Corporation**, Applicant, and **Richard Williah (Moosenose) and Martina Mantla**, Respondents.

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.

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

-and-

RICHARD WILLIAH (MOOSENOSÉ) and MARTINA MANTLA

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	September 24, 2014
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories, by teleconference
<u>Appearances at Hearing:</u>	Jessica Relucio, representing the applicant Patricia Rabesca, representing the applicant Richard Williah, respondent
<u>Date of Decision:</u>	September 24, 2014

REASONS FOR DECISION

An application to a rental officer made by NWT Housing Corporation as the applicant/landlord against Richard Williah (Moosenose) and Martina Mantla as the respondents/tenants was filed by the Rental Office May 29, 2014. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as Unit 825 in Whati, Northwest Territories. The applicant personally served a copy of the filed application on the respondents June 5, 2014.

The applicant alleged in the application the respondents had accumulated rental arrears and requested an order: to terminate Martina Mantla's part of the tenancy agreement, for both respondents to pay rental arrears accumulated to August 2011, for Richard Williah (Moosenose) to pay rental arrears accumulated since August 2011, for future rent to be paid on time, conditional termination of the tenancy agreement, and eviction. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for September 24, 2014, by teleconference. Ms. Jessica Relucio and Ms. Patricia Rabesca appeared representing the applicant. Mr. Richard Williah appeared as respondent. Ms. Martina Mantla was served a notice of attendance by registered mail signed for September 18, 2014. Ms. Mantla did not appear at hearing, nor did anyone appear on her behalf. The hearing proceeded in Ms. Mantla's absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

Ms. Relucio testified that Mr. Williah and Ms. Mantla entered into a joint tenancy agreement for subsidized public housing at Unit 825 in Whati, Northwest Territories, on January 1, 2005. Although regular rental payments were made until December 2011, those payments were not of sufficient amount to meet the required rent amounts and rental arrears began accumulating shortly after taking occupancy of the rental premises. Between December 2011 and October 2013, no payments for rent were received; since November 2013 four minimal payments were received. The total rental arrears accumulated as of this hearing date are \$14,853.84. Mr. Williah did not dispute the claimed rental arrears.

In May 2012 Mr. Williah confirmed by way of statutory declaration that he and Ms. Mantla had separated and she had moved out of the rental premises in August 2011. Mr. Williah confirmed this again at hearing. Ms. Relucio confirmed Mr. Williah has remained the sole occupant of the rental premises and that the monthly rent since August 2011 has been assessed a subsidy based on his income only. Although the tenancy agreement remains in both Mr. Williah's and Ms. Mantla's names as joint tenants and the applicant could pursue payment of the total rental arrears against both parties, Ms. Relucio acknowledged and accepted that Ms. Mantla has not been resident in the rental premises since August 2011 and her income was not included in the monthly assessed rent; the applicant indicated preference to claim rental arrears against both parties for the arrears accumulated to August 2011 and against Mr. Williah only for the arrears accumulated after August 2011. Mr. Williah did not oppose this proposition.

In discussions at hearing, Mr. Williah confirmed he could start paying \$500 per month, with \$125 of that amount going towards his rental arrears. Ms. Relucio was receptive to incorporating a minimum monthly payment plan into an order for payment of Mr. Williah's rental arrears. She reiterated the applicant's desire for a conditional termination order in the event Mr. Williah is unable to meet his obligation to pay his rent on time.

Tenancy agreement

The tenancy agreements submitted into evidence by the applicant are between the applicant, Mr. Williah and Ms. Mantla. They are for subsidized public housing for the rental premises known as Unit 825 in Whati. They are for fixed terms from January 1, 2005, to January 1, 2007, and January 1, 2007, to May 30, 2008. Section 49(1) of the Act specifies when a fixed-term tenancy expires it automatically renews as a month-to-month tenancy. Mr. Williah has been in continuous occupancy of the rental premises. The parties did not dispute the validity of the tenancy agreement. I am satisfied there is a valid tenancy agreement in place in accordance with the Act.

Rental arrears

The statement of account and lease balance statement entered into evidence by the applicant represent the landlord's accounting of monthly assessed rent and payments received against the respondents' rent account since the tenancy commenced. Mr. Williah did not dispute the accuracy of the statements. I am satisfied the statements accurately represent the respondents' rent account.

The applicant's acknowledgement of Ms. Mantla's responsibility for the rental arrears accumulated to August 2011 to my mind is reasonable. It is the landlord's option to make the claim against either or both joint tenants in a tenancy agreement and the landlord is exercising that option fairly in this instance. I find Mr. Williah and Ms. Mantla jointly liable for rental arrears accumulated to August 2011 in the amount of \$3,953.84 and Mr. Williah solely responsible for rental arrears accumulated since August 2011 in the amount of \$10,900.

I find it reasonable, after hearing the testimony of both parties, to incorporate a minimum monthly payment plan into the order for Mr. Williah's payment of the rental arrears accumulated since August 2011.

Termination of the tenancy agreement

The extensive amount of accumulated rental arrears and the failure of the respondents to make any payments at all between December 2011 and November 2013 quantifies the justification in my mind to terminate the tenancy agreement. After hearing Mr. Williah's circumstances, the applicant's generous request for a conditional termination order is reasonable and is granted. An eviction order will not be issued in conjunction with a conditional termination order due to the variable nature of conditional termination orders.

An order will issue: requiring Mr. Richard Williah (Moosenose) and Ms. Martina Mantla to pay rental arrears in the amount of \$3,953.84; requiring Mr. Richard Williah (Moosenose) to pay rental arrears in the amount of \$10,900 in minimum monthly installments of \$125 starting in October 2014 and until the rental arrears are paid in full; requiring Mr. Richard Williah (Moosenose) to pay his rent on time in the future; and terminating the tenancy agreement March 31, 2015, unless the minimum monthly payments and rents for October 2014 to March 2015 are paid on time.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Applicant's correspondence to Richard Moosenose dated May 1, 2014
- Exhibit 2: Applicant's Supported Lease Program correspondence to respondents dated January 29, 2014
- Exhibit 3: Applicant's Supported Lease (SLP) Program, unit 825 Whati correspondence to respondents dated July 17, 2012
- Exhibit 4: Applicant's outstanding rental arrears correspondence to respondents dated January 9, 2009
- Exhibit 5: Statutory declaration of Richard Williah declared May 4, 2012
- Exhibit 6: Monthly payment sheets dated January 17, 2005, June 13, 2007, October 31, 2007, and July 18, 2008
- Exhibit 7: Applicant's payment change correspondence to respondents dated July 18, 2008
- Exhibit 8: Lease balance statement dated May 15, 2014
- Exhibit 9: Statement of account as of March 31, 2012
- Exhibit 10: Richard Moosenose total rent arrears August 2011 - May 2015 [sic]
- Exhibit 11: Statement of account as of July 31, 2011
- Exhibit 12: Residential tenancy agreement
- Exhibit 13: Supported lease program agreement
- Exhibit 14: Residential tenancy agreement
- Exhibit 15: Lease balance statement dated September 22, 2014