

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and  
**CARCIE MANTLA AND RICKY WEDAWIN**, Respondents;

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 **GAMETI, NT**.

BETWEEN:

**NWT HOUSING CORPORATION**

Applicant/Landlord

- and -

**CARCIE MANTLA AND RICKY WEDAWIN**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of fourteen thousand five hundred twenty dollars (\$14,520.00).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of  
November, 2015.

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Hal Logsdon  
Rental Officer

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**CARCIE MANTLA AND RICKY WEDAWIN**, 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 **Hal Logsdon**, Rental Officer.

BETWEEN:

**NWT HOUSING CORPORATION**

Applicant/Landlord

-and-

**CARCIE MANTLA AND RICKY WEDAWIN**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** August 27, 2015

**Place of the Hearing:** Gameti, NT via teleconference

**Appearances at Hearing** Janelle Pierrot, representing the applicant  
Michael Keohane, representing the applicant

**Date of Decision:** October 29, 2015

**REASONS FOR DECISION**

The respondents were served with Notices of Attendance sent by registered mail and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and to pay future rent on time. The premises are subsidized public housing.

The applicant provided a statement of the rent account in evidence which indicated a balance owing of \$15,120. Included in that amount is a debit for \$600 representing the required security deposit. There is no corresponding credit for the security deposit so I assume that the security deposit was not paid and the rent arrears are actually \$14,520.

Balance as per ledger	\$15,120
Less Security deposit	<u>(600)</u>
Rent Arrears	\$14,520

The applicant stated that Mr. Wedawin moved out of the premises in April or May, 2015 and the rent was based solely on Ms. Mantla's income after his departure. There is no evidence that the respondents sought to terminate the tenancy agreement after Mr. Wedawin left. The applicant stated that they intended to enter into a new tenancy agreement with Ms Mantla as sole tenant but have taken no action to terminate this agreement or execute a new agreement with Ms Mantla.

If the parties wish to terminate this tenancy agreement, they should do so by mutual agreement in writing. The applicant and Ms. Mantla would then be able to enter into a new tenancy agreement for the premises.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$14,520. An order shall issue requiring the respondents to pay the applicant rent arrears of \$14,520 and to pay future rent on time.

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Hal Logsdon  
Rental Officer