

IN THE MATTER between **BEHCHOKO KO GHA K'AODEE ON BEHALF OF THE NORTHWEST TERRITORIES HOUSING CORPORATION**, Applicant, and **SAMMY 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 ON BEHALF OF THE NORTHWEST  
TERRITORIES HOUSING CORPORATION**

Applicant/Landlord

- and -

**SAMMY MANTLA**

Respondent/Tenant

**ORDER AND EVICTION 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 six hundred six dollars and fifty cents (\$1606.50).

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 #9, 9plex, Behchoko, NT shall be terminated on March 31, 2016 and the respondent shall vacate the premises on that date unless rent arrears in the amount of five thousand eight hundred sixty five dollars (\$5865.00) are paid in full.
3. Pursuant to sections 63(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall be evicted from the premises known as #9, 9plex, Behchoko, NT on April 1, 2016 unless rent arrears in the amount of five thousand eight hundred sixty five dollars (\$5865.00) are paid in full on or before March 31, 2016.

DATED at the City of Yellowknife, in the Northwest Territories this 22nd day of February, 2016.

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Hal Logsdon  
Rental Officer

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

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BETWEEN:

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-and-

**SAMMY MANTLA**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 11, 2016

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

**Appearances at Hearing:** Ella Newhook, representing the applicant

**Date of Decision:** February 11, 2016

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in his absence.

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 unless the rent arrears were paid in full. The premises are subsidized public housing.

The applicant provided a statement of account which indicated a balance of rent owing of \$5865. The full unsubsidized rent of \$1545 has been assessed in February, 2016. The applicant testified that the respondent had failed to provide any income information to enable the calculation of a subsidized rent for that month.

A previous order (file #10-14570, filed on May 22, 2015) ordered the respondent to pay rent arrears of \$4258.50 and to pay the monthly rent on time in the future. The previous order may still be enforced. Taking that order into consideration, the applicant sought monetary relief of \$1606.50 calculated as follows:

Balance as per statement	\$5865.00
Previous order	<u>(4258.50)</u>
Relief sought	\$1606.50

I find the statement in order and find rent arrears of \$5865. I find the application of the full unsubsidized rent to be reasonable but note that should the respondent report the household income in accordance with the tenancy agreement, the applicant is obligated to adjust the rent accordingly. I find the respondent in breach of his obligation to pay rent and in breach of the previous order to pay the monthly rent on time. In my opinion, there are sufficient grounds to terminate the tenancy agreement and evict the respondent unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay rent arrears of \$1606.50 and terminating the tenancy agreement on March 31, 2016 unless the full amount of the rent arrears (\$5865) are paid on or before that date. An eviction order to be effective on April 1, 2016 unless the rent arrears of \$5865 are paid on or before March 31, 2016 shall also issue.

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Hal Logsdon  
Rental Officer