

IN THE MATTER between **FORT RESOLUTION HOUSING AUTHORITY**,  
Applicant, and **MELANIE MCCALLUM AND CHRIS FOUNTAIN**, 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,  
regarding the rental premises at **FORT RESOLUTION, NT.**

BETWEEN:

**FORT RESOLUTION HOUSING AUTHORITY**

Applicant/Landlord

- and -

**MELANIE MCCALLUM AND CHRIS FOUNTAIN**

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 two thousand seven hundred forty six dollars (\$2746.00).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay all future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 24th day of January,  
2002.

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Hal Logsdon  
Rental Officer

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Applicant, and **MELANIE MCCALLUM AND CHRIS FOUNTAIN**, Respondents.

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:

**FORT RESOLUTION HOUSING AUTHORITY**

Applicant/Landlord

-and-

**MELANIE MCCALLUM AND CHRIS FOUNTAIN**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>January 16, 2002</b>
<b><u>Place of the Hearing:</u></b>	<b>Fort Resolution, NT</b>
<b><u>Appearances at Hearing:</u></b>	<b>Joyce Beaulieu, representing the applicant Melanie McCallum, respondent Chris Fountian, respondent</b>
<b><u>Date of Decision:</u></b>	<b>January 16, 2002</b>

**REASONS FOR DECISION**

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order for the respondents to pay the alleged rent arrears and to pay future rent on time. The applicant provided copies of the tenant ledger which indicated a balance of rent owing in the amount of \$2746.

The respondents did not dispute the allegations but indicated that Melanie McCallum had recently moved out of the rental premises and that Chris Fountain wished to enter into a tenancy agreement between himself alone and the applicant. The applicant indicated that they were willing to rent to Mr. Fountain as sole tenant but had not received any request from either party to amend the tenancy agreement. In my opinion the respondents are still joint tenants and jointly and severally responsible for the rent. The landlord should now amend the tenancy agreement, releasing Ms. McCallum from her rights and obligations as tenant, including her future liability for rent. I find the current arrears to be the responsibility of both parties as joint tenants.

I find the respondents breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$2746. An order shall be issued for the respondents to pay the applicant rent arrears in the amount of \$2746 and to pay future rent on time.

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Hal Logsdon  
Rental Officer