

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **LEONIE LAFFERTY AND CHERYL LAFFERTY**, 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 PROVIDENCE, NT**.

BETWEEN:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

- and -

LEONIE LAFFERTY AND CHERYL LAFFERTY

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent Leonie Lafferty shall pay the applicant rent arrears in the amount of two hundred seventy four dollars (\$274.00).
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 18th day of July,
2003.

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Hal Logsdon
Rental Officer

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BETWEEN:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

-and-

LEONIE LAFFERTY AND CHERYL LAFFERTY

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: **July 15, 2003**
Place of the Hearing: **Fort Providence, NT**
Appearances at Hearing: **Diana Gargan, representing the applicant**
Date of Decision: **July 18, 2003**

REASONS FOR DECISION

The respondents were served with Notices of Attendance but failed to appear at the hearing. The hearing was held in their absence. The applicant noted that one of the respondent's name was incorrectly spelled on the application and stated that the proper spelling was "Cheryl Lafferty". The style of cause of the order shall be amended accordingly.

The applicant alleged that the respondent breached the tenancy agreement by failing to pay the full amount of rent and sought an order to pay the alleged rent arrears and to pay future rent on time. The applicant withdrew the request for an order terminating the tenancy agreement.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$274.

I note that the tenancy agreement between the applicant and Leonie Lafferty and Cheryl Lafferty as joint tenants commenced on April 1, 2003. Prior to that date there was a tenancy agreement between the applicant and Leonie Lafferty and Daniel Minoza Jr. The applicant has only one ledger for both tenancies and has brought forward the arrears from the previous tenancy. I note that the rent paid since April 1, 2003 exceeds the rent charged since that date by \$241.

In my opinion, there are two tenancy agreements. The landlord however has treated them as one. Cheryl Lafferty is not responsible for rent which came due prior to April 1, 2003 as she was not a tenant before that time. There is no evidence to determine whether monies paid since April 1, 2003 was tendered by Leonie Lafferty or Cheryl Lafferty or whether such monies paid was intended as current rent or payment for arrears related to the former tenancy.

I shall assume that all monies tendered since April 1, 2003 were intended first as current rent and any excess intended as payment of the arrears of the former tenancy. I conclude therefore that the current tenants are not in arrears but that Leonie Lafferty remains solely responsible for the

arrears of the former tenancy. I find those arrears to be \$274.

An order shall be issued requiring the respondent Leonie Lafferty to pay the applicant rent arrears in the amount of \$274.

I also find that the respondents have failed to pay the rent on the days it is due. The order shall require both respondents to pay future rent on time.

Hal Logsdon
Rental Officer