

IN THE MATTER between **SACHS HARBOUR HOUSING ASSOCIATION**,
Applicant, and **JOCK CARPENTER AND PRISCILLA HAOGAK**, 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, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **SACHS HARBOUR, NT**.

BETWEEN:

SACHS HARBOUR HOUSING ASSOCIATION

Applicant/Landlord

- and -

JOCK CARPENTER AND PRISCILLA HAOGAK

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent, Priscilla Haogak, shall pay the applicant rent arrears in the amount of thirty six thousand nine hundred fifty three dollars and twenty three cents (\$36,953.23)

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of March,
2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **SACHS HARBOUR HOUSING ASSOCIATION**,
Applicant, and **JOCK CARPENTER AND PRISCILLA HAOGAK**, 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:

SACHS HARBOUR HOUSING ASSOCIATION

Applicant/Landlord

-and-

JOCK CARPENTER AND PRISCILLA HAOGAK

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: January 22, 2014

Place of the Hearing: Inuvik, NT via teleconference

Appearances at Hearing: Marjorie Hansen, representing the applicant
Jock Carpenter, respondent
Priscilla Haogak, respondent

Date of Decision: February 6, 2014

REASONS FOR DECISION

The applicant and Priscilla Haogak entered into a written term tenancy agreement on April 1, 2009. Numerous other tenancy agreements were subsequently executed between the applicant and Ms Haogak for the premises. Commencing on April 1, 2012 a joint tenancy agreement with Ms Haogak and Mr. Carpenter was executed for the premises. Since that date, additional rent arrears have accrued.

In August 2012 the tenancy agreement was terminated and in April 2013, the respondents began making regular payments to the applicant.

The applicant sought an order requiring the respondents to pay the outstanding rent arrears. The applicant provided a statement of the rent account which included the rent arrears which accrued during Ms Haogak's tenancy and the rent arrears which accrued during the joint tenancy.

The first issue regarding this matter is whether the time limitation set out in section 68 of the *Residential Tenancies Act* should be extended.

68. (1) An application by a landlord or a tenant to a rental officer must be made within six months after the breach of an obligation under this Act or the tenancy agreement or the situation referred to in the application arose.

The application was filed on July 15, 2013 which was almost eleven months after the termination of the tenancy agreement. In my opinion, it is not unreasonable or unfair to either party to extend the limitation and consider the matter. There have been regular payments made since April, 2013.

The second issue relates to the parties named as tenants on the application and the actual tenants named on the various tenancy agreements. The application seeks an order for rent arrears from Ms Haogak and Mr. Carpenter as joint tenants when in fact, most of the rent arrears accrued when Mr. Carpenter was not a tenant. Clearly, Mr. Carpenter is not liable for arrears which accrued prior to April 1, 2012 the date on which the joint tenancy commenced. The applicant elected to seek an order against only Ms Haogak, rather than against both parties. This is reasonable since Ms Haogak has been a tenant during both tenancy agreements and is jointly and severally liable for the arrears which have accrued since April 1, 2012.

The applicant provided a statement of the rent account which indicated a balance of rent owing of \$37,375.80. The applicant stated that she believed there were a few additional payments that had been made since the statement was issued but was not certain of the amounts or payment dates. The applicant was also uncertain as to the disposition of the security deposit.

The applicant later advised me of the following payments and the disposition of the security deposit which was communicated to the respondents by email:

Balance as per statement	\$37,375.80
Dec 13 pmt.	(100.00)
Dec 27 pmt.	(100.00)
Jan 10 pmt.	(100.00)
Less security deposit	(100.00)
Less security deposit interest	<u>(22.57)</u>
Adjusted total	\$36,953.23

The respondents agreed with the adjusted balance.

I find the statement in order and find Ms Haogak in breach of her obligation to pay rent. I find the rent arrears to be \$36,953.23. An order shall issue requiring Priscilla Haogak to pay the applicant rent arrears in the amount of \$36,953.23.

Hal Logsdon
Rental Officer