

IN THE MATTER between **NTHC**, Applicant, and **BAM and AB**, 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 **Adelle Guigon**, Rental Officer,

BETWEEN:

NTHC

Applicant/Landlord

-and-

BAM and AB

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 5, 2016
<u>Place of the Hearing:</u>	Behchoko, Northwest Territories
<u>Appearances at Hearing:</u>	LH, representing the applicant EN, representing the applicant TM, representing the applicant BAM, respondent
<u>Date of Decision:</u>	October 6, 2016

REASONS FOR DECISION

An application to a rental officer made by BKGK as the applicant/landlord against BAM and AB as the respondents/tenants was filed by the Rental Office July 14, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The applicant personally served a copy of the filed application on the respondents July 19, 2016.

The applicant alleged the respondents have failed to comply with a rental officer order, the respondents have repeatedly failed to pay rent, and the respondents have accumulated substantial rental arrears. An order was sought for payment of the rental arrears, termination of the tenancy agreement, eviction, and compensation for use and occupation of the rental premises.

A hearing was scheduled for October 5, 2016, in Behchoko, Northwest Territories. Ms. LH, Ms. EN, and Ms. TM appeared representing the applicant. Ms. BAM appeared as respondent and on behalf of Mr. AB.

Preliminary matters

The application to a rental officer identified the landlord as BKGK. The written tenancy agreements identify the landlord as NTHC with BKGK as its agent. Going forward the style of cause for this matter will identify the applicant/landlord as NTHC.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing at the current rental premises on May 5, 2000. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the *Residential Tenancies Act* (the Act).

Previous orders

Rental Officer Order Number 10-8746 dated April 11, 2006, found the respondents had accumulated rental arrears in the amount of \$28,574.32. The respondents were ordered to pay those arrears or their tenancy would terminate on April 30, 2006. The applicant's representatives confirmed the Order had been satisfied and the tenancy had continued uninterrupted.

Rental arrears

The lease balance statements and lease ledgers entered into evidence represent the landlord's accounting of monthly assessed rents and payments made against the respondents' rent account. The total balance owing reflected on the account is \$30,479.54. All rents have been assessed subsidies based on reported household income.

The statements show the respondents have payments that are few and far between throughout their tenancy. Until October 2015, what payments they had made were rarely of sufficient amount to cover the assessed rent for that month. In October 2015, the respondents did start making payments which usually were of sufficient amount to cover the rent for that month, but even these payments were not made every month. I am satisfied the statements and ledgers accurately reflect the current status of the respondents' rent account. I find the respondents have repeatedly and unreasonably failed to pay their rent on time.

Bankruptcy claim - BAM

The respondent argued that she had filed for bankruptcy and been discharged of the debt for rental arrears accumulated as of June 3, 2014, in the amount of \$26,856.47. Documents were provided supporting this claim. The applicant's representatives confirmed the claim.

The bankruptcy filing is for BAM only, not for AB. The respondent argued that had she known both herself and AB would have had to file for bankruptcy for both of them to be discharged of the debt she would have done so. She claimed the majority of the arrears were accumulated due to her income, which is greater than AB's.

This residential tenancy agreement is a joint tenancy with both BAM and AB. A joint tenancy agreement holds each tenant jointly and severally responsible for the terms of the tenancy, including paying the rent. It does not matter who in the household is receiving more income, both of the tenants are equally responsible for ensuring the monthly rent gets paid.

BAM does have a bankruptcy discharge absolving her of liability for the rental arrears accumulated prior to June 3, 2014. AB does not. As such, AB remains liable for the rental arrears accumulated prior to June 3, 2014. The applicant has applied all payments received to date against the oldest arrears first, which has reduced the amount owing as of June 3, 2014, to \$19,784.54. I find AB liable for rental arrears in the amount of \$19,784.54.

Rental arrears accumulated since June 3, 2014, amount to \$10,695, for which I find both BAM and AB liable.

Termination of the tenancy agreement and eviction

Having found the respondents have repeatedly failed to pay their rent and have accumulated a substantial amount of rental arrears, I am satisfied termination of the tenancy agreement and eviction is justified.

Orders

An order will issue: requiring AB to pay rental arrears in the amount of \$19,784.54; requiring BAM and AB to pay rental arrears in the amount of \$10,695; terminating the tenancy agreement October 31, 2016; evicting the respondents November 1, 2016; and requiring the respondents to compensate the applicant for use and occupation of the rental premises at a rate of \$50.79 for each day they remain in the rental premises after October 31, 2016.

Adelle Guigon
Rental Officer