

IN THE MATTER between **JM and FM**, Applicant, and **CC**, Respondent.

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:

JM and FM

Applicants/Landlords

-and-

CC

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 18, 2017

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the applicants

Date of Decision: April 18, 2017

REASONS FOR DECISION

An application to a rental officer made by TPM on behalf of JM and FM as the applicants/landlords against CC and FB as the respondents/tenants was filed by the Rental Office December 12, 2016. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the respondent CC by email deemed received December 23, 2016, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations). FB was not served with the filed application.

The applicant requested an order for CC to pay outstanding costs for repairs and cleaning for which she is jointly responsible with FB. At hearing, the applicant's representative withdrew the application against FB due to FB already having an order against her for payment of the claimed costs for repairs and cleaning. The application will be amended accordingly, and the style of cause going forward will identify CC as the respondent/tenant.

A hearing was scheduled for April 18, 2017, in Yellowknife, Northwest Territories. PS appeared representing the applicants. CC was served notice of the hearing by email deemed received April 2, 2017, pursuant to section 4(4) of the Regulations. CC did not appear at the hearing nor did anyone appear on her behalf. The hearing proceeded in the respondent's absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The applicants' representative testified and provided evidence establishing a residential tenancy agreement between the parties commencing September 1, 2014, and ending on or about July 17, 2015, when the respondent abandoned the rental premises. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Previous orders

Rental Officer Order Number 10-14602 dated April 29, 2015, was issued against CC and FB as tenants jointly responsible for the tenancy. The order required the tenants to pay an outstanding security deposit amount of \$200, required the tenants to pay rental arrears in the amount of \$177, required the tenants to pay their future rent on time, terminated the tenancy agreement May 31, 2015, required the tenants to comply with their obligation to pay their utilities, required the tenants to comply with their obligation not to permit more than three persons to reside in the rental premises, evicted the respondents from the rental premises June 1, 2015, and required the respondents to compensate the landlord for use and occupation of the rental premises at a rate of \$75.62 for each day they remained in the rental premises after May 31, 2015. The termination and eviction orders were not enforced by the landlords, who permitted the tenancy agreement to continue.

Rental Officer Order Number 10-14865 dated November 23, 2015, was issued against FB alone. The application to a rental officer was made against FB alone, despite the joint tenancy agreement being with FB and CC. The applicant's representative at the time rationalized this application due to the belief that the landlords would be unable to enforce a monetary order against CC. The Rental Officer found the tenants had abandoned the rental premises on or before July 17, 2015, the tenants had caused damages to the rental premises, and the tenants had failed to pay for utilities. A security deposit was retained against the utilities arrears and the remaining balance was applied against the costs of repairs. The order issued requiring FB to pay the remaining balance of costs for repairs and cleaning in the amount of \$2,571.29.

Application against CC

The applicants' representative filed Rental Officer Order Number 10-14865 with the Supreme Court of the Northwest Territories and began garnishing FB's wages against the ordered amount for costs of repairs and cleaning. The balance of arrears had been reduced through garnishing FB to \$1,510.59. The garnishments ceased when FB stopped working; the last successful garnishment was received by the Office of the Sheriff on July 11, 2016. Attempts were made by the applicants' representative to locate FB in order to re-initiate the garnishments, but those attempts were unsuccessful. In December 2016 the applicants' representative decided it would be best to hold CC equally responsible for the remaining balance of arrears in an effort to have those arrears paid.

I was satisfied the hearing of this application under the circumstances would not be unfair to either party and granted the extension to the time for making the application pursuant to section 68(3) of the Act.

Having already determined the tenants' responsibility for the claimed repairs and cleaning costs under Rental Officer Order Number 10-14865, I remain satisfied that CC is jointly responsible with FB for those costs as declared. I am satisfied that there is a remaining balance owing for the costs ordered under Rental Officer Order Number 10-14865 in the amount of \$1,510.59. I find CC liable to the applicant for the remaining balance of costs for repairs and cleaning in the amount of \$1,510.59.

Order

An order will issue requiring CC to pay costs for repairs and cleaning in the amount of \$1,510.59.

Adelle Guigon
Rental Officer