

IN THE MATTER between **NPRLP**, Applicant, and **DA and IP**, 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:

NPRLP

Applicant/Landlord

-and-

DA and IP

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: July 10, 2018

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: CDL, representing the applicant
IP, respondent
DA, respondent

Date of Decision: July 10, 2018

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the applicant/landlord against DA and IP as the respondents/tenants was filed by the Rental Office April 20, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally on the respondent June 20, 2018.

The applicant alleged the respondents had repeatedly failed to pay rent and had accumulated rental arrears. An order was sought for payment of the rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for July 10, 2018, in Yellowknife. CDL appeared representing the applicant. IP and DA appeared as respondents.

Tenancy agreement

The written tenancy agreement entered into evidence was made between NPRLP and DA as the sole tenant commencing October 6, 2011. The tenancy was assigned from DA as the sole tenant to IP as the sole tenant effective August 25, 2015. Based on the testimony of IP, it is clear that he misunderstood the nature of the tenancy and believed that he and DA had a joint tenancy agreement. However, I am satisfied that there is a valid sole tenancy agreement between the applicant and IP made in accordance with the *Residential Tenancies Act* (the Act), and that IP is the only party who can be held accountable for the terms of the tenancy agreement.

Rental arrears

The resident ledgers entered into evidence represent the landlord's accounting of monthly rents, late payment penalties, and payments received against the respondent's rent account. Rent was established at \$1,423 per month. Late payment penalties were calculated in accordance with the Act. Either insufficient payments or no payments were received in seven of the last 12 months of the tenancy.

IP did not dispute the accuracy of the landlord's accounting, acknowledging the debt and accepting responsibility for it. IP explained that he and DA had been roommates since before the current tenancy actually began and that they had always shared the rent payments. IP was not aware that DA had not been paying his share of the rent recently, and was not aware that there were rental arrears until being served with the application to a rental officer.

DA made no submissions except to say he would take care of the rental arrears.

The applicant's representative confirmed that since the application to a rental officer was made, DA had met with her and entered into a payment plan to resolve the rental arrears. The applicant's representative withdrew their request for payment of rental arrears, termination of the tenancy agreement, and eviction, and instead requested only an order that future rent be paid on time.

I am satisfied the resident ledgers accurately reflect the current status of the respondent's rent account. I find IP (as the sole tenant) has repeatedly failed to ensure the full amount of rent was paid when due.

Order

An order will issue requiring IP to pay the rent on time in the future.

Adelle Guigon
Rental Officer