

IN THE MATTER between **NTHC**, Applicant, and **KS and SJ**, 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-

KS and SJ

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	December 11, 2018
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	RB, representing the Applicant AL, representing the Applicant SJ, Respondent
<u>Date of Decision:</u>	December 11, 2018

REASONS FOR DECISION

An application to a rental officer made by YDFN on behalf of the NTHC as the Applicant/Landlord against KS and SJ as the Respondents/Tenants was filed by the Rental Office October 9, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Dettah, Northwest Territories. The filed application was served on the Respondents by emails deemed received November 10, 2018, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The Applicant alleged the Respondents had repeatedly failed to pay rent, had accumulated rental arrears, and had caused damages to the rental premises. An order was sought for payment of the rental arrears, payment of future rent on time, payment of costs for repairs, termination of the tenancy agreement, and eviction.

A hearing was scheduled for December 11, 2018, in Yellowknife. RB and AL appeared representing the Applicant. SJ appeared as Respondent. KS was served notice of the hearing by email deemed received November 10, 2018. KS did not appear at the hearing, nor did anyone appear on his behalf. The hearing proceeded in KS' absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreements

The Applicant's representative and SJ agreed and evidence was presented establishing a joint residential tenancy agreement between them and KS commencing March 1, 2016. The joint tenancy agreement ended February 28, 2018, when KS entered into a sole tenancy agreement with the Applicant commencing March 1, 2018. Since filing of the application to a rental officer, KS vacated the rental premises effectively ending the sole tenancy agreement October 31, 2018. I am satisfied both the joint and sole tenancy agreements were valid tenancy agreements in accordance with the Act.

Extension of time for making application

Despite the joint tenancy agreement ending approximately seven months before the application to a rental officer was filed, an extension to the time for making the application was granted as I found it was not unfair to do so pursuant to subsection 68(3) of the Act.

Separation of joint and sole tenancy agreements

Given the ending of KS' sole tenancy agreement, consideration of all matters relating to the sole tenancy agreement was adjourned *sine die* pending receipt of an updated rent ledger and actual costs associated with claims for costs of repairs and cleaning. The current hearing proceeded only in relation to the joint tenancy agreement.

Rental arrears

The lease balance statements and tenant ledger cards (rent statements) entered into evidence represent the Landlord's accounting of monthly assessed rents and payments received against the joint tenancy agreement rent account. All rents were subsidized and last assessed at \$845 per month. Either insufficient payments or no payments were received in nine of the last 12 months of the joint tenancy.

SJ did not dispute the accuracy of the Landlord's account, acknowledging the debt accumulated under the joint tenancy agreement. She was concerned about her responsibility for the full debt, however, given the domestic violence situation which was occurring during the tenancy and her departure from the relationship a few months before the joint tenancy ended. SJ was prepared to accept responsibility for half of the accumulated rental arrears, but not for the full amount.

It was explained at hearing that tenants in a joint tenancy agreement are equally responsible for paying the full amount of the rent and for any accumulated rental arrears. The landlord has the discretion to pursue payments from either or both tenants. It is often in the landlord's best interest to obtain an order to pay against both tenants in a joint tenancy agreement so that if they are not successful securing the monies owed from one tenant they have the option to secure the monies from the other tenant. Alternatively, the landlord may choose to only seek enforcement of a portion of the monetary order against each tenant. Ultimately, the division of the debt incurred under a joint tenancy is at the discretion of the landlord.

It was further explained at hearing that one tenant could attempt to sue the other tenant in small claims court for any amount of the joint debt that they believe should be paid back to them by the other tenant. SJ was encouraged to seek legal advice about the division of the joint tenancy rental arrears, and she was encouraged to continue communicating with the Landlord to discuss payment plan options.

I am satisfied that the rent statements accurately reflect the current status of the Respondents' joint tenancy rent account. I find the Respondents have accumulated rental arrears in the amount of \$6,730, which represents approximately nine months' subsidized rent.

Order

An order will issue requiring the Respondents to pay rental arrears in the amount of \$6,730.

Adelle Guigon
Rental Officer