

IN THE MATTER between **NPRLP**, Applicant, and **DC and DM and JC and YN**,
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:

NPRLP

Applicant/Landlord

-and-

DC and DM and JC and YN

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: **October 16, 2019**

Place of the Hearing: **Yellowknife, Northwest Territories**

Appearances at Hearing: **BL, representing the Applicant**
 CDL, representing the Applicant

YN, Respondent
 DC, Respondent
 DM, Respondent
 JC, Respondent
 BB, Integrated Case Management, for JC

Date of Decision: **October 20, 2019**

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the Applicant/Landlord against DC, DM, JC, and YN as the Respondents/Tenants was filed by the Rental Office August 23, 2019. 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 Respondents by email deemed received September 13, 2019, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The Applicant alleged the Respondents had repeatedly failed to pay the rent in full when due, had accumulated rental arrears, and had failed to comply with a rental officer order to pay future rent on time. An order was sought for payment of the rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for October 16, 2019, in Yellowknife. BL and CDL appeared representing the Applicant. DC appeared by telephone. DM, JC, and YN appeared in person. BB, Integrated Case Management worker, appeared in person in support of JC.

Previous order

Rental Officer Order Number 16366 issued February 19, 2019, required the Respondents to pay future rent on time.

Tenancy agreement

At the hearing for Rental Officer Order Number 16366 a residential tenancy agreement was established between the parties commencing July 1, 2018. It was also established at that hearing that YN is a co-signer to the tenancy only and does not reside with the other three tenants, and that JC had in fact already vacated the rental premises by the date of the hearing. It was expected subsequent to the hearing that the parties would take the necessary actions to assign the tenancy agreement to the two tenants who remained in occupancy of the rental premises, thereby absolving YN and JC of any further responsibility for the tenancy. Although initial actions were taken to effect the assignment, those actions were not follow through with and no formal written assignment took effect. I am satisfied the original joint tenancy agreement naming all four Respondents remained in effect.

It was established at the current hearing that the tenancy agreement ended effective August 31, 2019, when possession of the premises was returned to the Landlord. Consequently, the Applicant's request for a termination and eviction order was withdrawn as unnecessary.

Rental arrears

The lease ledger entered into evidence represents the Landlord's accounting of monthly rents, late payment penalties, and payments received against the Respondents' rent account. Rent was established at \$1,800 per month until it was increased effective July 1, 2019, to \$1,926 per month. Late payment penalties were calculated in accordance with the Act. The last payment received against the rent account was recorded June 26, 2019, in the amount of \$600. The security deposit of \$900.54 was retained against the rental arrears at the end of the tenancy.

At the hearing regarding the last rental officer order, the Respondents were found to have accumulated rental arrears which were committed to and successfully paid on their behalf by the Side Door Youth Ministries. The current balance of rental arrears are those that have accumulated since the last rental officer order was issued.

Having previously established that JC had already vacated the rental premises in February 2019, I found it unreasonable to hold him responsible for rental arrears accumulated since then. The Respondents did not dispute this, having accepted full responsibility for those rental arrears.

I understand YN's concerns regarding the burden the rental arrears place on her as a joint tenant. However, agreeing to be a co-signor or guarantor to a tenancy agreement is specifically accepting responsibility for rental arrears accumulated under the tenancy agreement. It is what is being signed up for as a guarantee to the Landlord that any failures on the part of the occupying tenants to fulfill their obligation to pay the rent will be covered. It then falls to the joint tenants to resolve the debt between themselves, if necessary through a civil court claim.

DC and DM did not dispute the accuracy of the Landlord's accounting, acknowledging their debt and accepting responsibility for it. YN also did not dispute the accuracy of the Landlord's accounting and ultimately accepted co-signer responsibility for the debt.

I am satisfied the lease ledger accurately reflects the current status of the Respondent's rent account. I find the Respondents DC, DM, and YN have accumulated rental arrears in the amount of \$4,268.46. That amount represents approximately three months' rent.

Repairs and cleaning

The Applicant claimed costs for repairs and cleaning which were found necessary at the end of the tenancy. The entry and exit inspection reports were entered into evidence, as was a move-out statement dated September 11, 2019. The statement detailed charges related to cleaning the entire unit, replacing a missing smoke detector, and damages to walls, the living room window blinds, flooring, bathroom fixtures, interior doors, closet doors, electrical covers, window screens, and the unit door. Additionally, none of the three keys and fobs, the laundry card, and the parking pass were returned at the end of the tenancy.

The Respondents did not dispute either the uncleanliness or the damages. They did have some dispute over who should be held responsible for what costs. Ultimately DC accepted sole responsibility for the costs associated with repairs in the Master Bedroom, DM accepted sole responsibility for the costs associated with repairs in the hallway and bedroom number 2, and JC accepted sole responsibility for the transition strip between the hallway and the storage room (which was the room he used as a bedroom during his occupancy). All three men accepted joint responsibility for the damages to the living room blinds.

It was determined that YN should not be held responsible for any of the repairs and cleaning given she did not occupy the rental premises and did not contribute to the cause of the damages and uncleanliness.

DC and DM were found to be equally responsible for all the remaining costs associated with cleaning and repairs not already identified above. However, upon further reflection during the writing of these reasons, it seems to me that despite having moved out of the rental premises in February 2019 that JC should be held responsible at least for the damages associated with the storage room in addition to the accepted costs for the repair of the transition strip and the living room blinds. No exit inspection was conducted when JC moved out of the rental premises to establish whether or not the damages now being claimed with regard to the storage room occurred before or since he left. Additionally, the costs to replace the keys, fob, laundry card, and parking pass should be borne equally between DC, DM, and JC.

The Applicant agreed to withdraw their claim for 15 percent administration fees against the costs of repairs.

I am satisfied that DC, DM, and JC are responsible for the damages and uncleanliness of the rental premises. I find each of them liable for costs of repairs and cleaning as follows:

DC:	
Costs of repairs to the Master Bedroom	\$935.00
One-half the costs of repairing the unit door	\$500.00
One-third the costs of repairing the living room blinds	\$50.00
Costs to replace one key and one fob	\$125.00
One-third of the costs to replace the laundry key and parking pass	\$25.00
One-half the costs of cleaning throughout, replacing the smoke detector, repairs to the bathroom, repairs to the living room, and labour	\$975.00
Sub-total	\$2,610.00
5% GST	\$130.50
Total	\$2,740.50

DM:	
Costs of repairs to the Hallway	\$820.00
Costs of repairs to Bedroom #2	\$1,780.00
One-half the costs of repairing the unit door	\$500.00
One-third the costs of repairing the living room blinds	\$50.00
Costs to replace one key and one fob	\$125.00
One-third of the costs to replace the laundry key and parking pass	\$25.00
One-half the costs of cleaning throughout, replacing the smoke detector, repairs to the bathroom, repairs to the living room, and labour	\$975.00
Sub-total	\$4,275.00
5% GST	\$213.75
Total	\$4,488.75

JC:	
Costs of repairs to the Storage Room	\$495.00

Costs of repairing one transition strip	\$25.00
One-third the costs of repairing the living room blinds	\$50.00
Costs to replace one key and one fob	\$125.00
One-third of the costs to replace the laundry key and parking pass	\$25.00
Sub-total	\$720.00
5% GST	\$36.00
Total	\$756.00

Orders

An order will issue:

- requiring DC, DM, and YN to pay rental arrears in the amount of \$4,268.46 (p. 41(4)(a));
- requiring DC to pay costs of repairs and cleaning in the amount of \$2,740.50 (p. 42(3)(e), p. 45(4)(d));
- requiring DM to pay costs of repairs and cleaning in the amount of \$4,488.75 (p. 42(3)(e), p. 45(4)(d)); and
- requiring JC to pay costs of repairs and cleaning in the amount of \$756 (p. 42(3)(e), p. 45(4)(d)).

Adelle Guigon
Rental Officer