

IN THE MATTER between **NTHC**, Applicant, and **AY and JB**, 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 **Janice Laycock**, Rental Officer,

BETWEEN:

**NTHC**

Applicant/Landlord

-and-

**AY and JB**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>January 27, 2021</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>PS, representing the Applicant JB, Respondent</b>
<b><u>Date of Decision:</u></b>	<b>January 27, 2021</b>

### **REASONS FOR DECISION**

An application to a rental officer made by the YHA on behalf of the NTHC as the Applicant/Landlord against AY and JB as the Respondents/Tenants was filed by the Rental Office December 11, 2020. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The Respondents were each separately sent the filed application by registered mail deemed served on December 25, 2020.

The Applicant claimed that the Respondents had repeatedly failed to pay their full rent during the joint tenancy and had accumulated arrears. An order was sought for payment of rental arrears.

A hearing was held January 27, 2021, by three-way teleconference. Attending the hearing was PS representing the Applicant, and JB as one of the two Respondents. Mr. Besner made it clear that he was not in contact or representing AY. AY did not attend the hearing, nor did she send a representative in her place. As AY failed to appear at the hearing after receiving sufficient notice, the hearing proceeded in her absence under Section 80(2) of the *Residential Tenancies Act* (the Act).

#### *Preliminary matter*

The application to a rental officer spelled the Respondent's first name as "Jonathon". At the hearing it was clarified that the correct spelling of the Respondent's first name is "Jonathan". The application to a rental officer was amended accordingly and the style of cause going forward will be NTHC v. AY and JB.

#### *Tenancy agreement*

Evidence was provided establishing a joint tenancy agreement between the parties for subsidized public housing for the period from June 7, 2018, to March 31, 2020. This joint tenancy agreement was terminated on March 31, 2020, at the request of the Tenants after the breakup of the relationship. I am satisfied that a valid tenancy agreement was in place in accordance with the Act and that the joint tenancy agreement was terminated on March 31, 2020.

### *Rental arrears*

The lease balance statement provided as evidence represents the Landlord's accounting of the monthly assessed rent and payments received against the Respondents' rent account. At the beginning of the joint tenancy the assessed rent was \$1,625 per month, however this rent was reduced to \$890 per month for the second half of tenancy. According to the statement at the end of the joint tenancy the Respondents owed \$6,445.

At the hearing the Respondent testified that as their relationship broke down he continued to pay rent to his ex-spouse and to the Landlord for his portion of the rent. He argued that he should not be held responsible for all of the arrears, including previous arrears accrued by his ex-spouse prior to their joint tenancy. He also testified that his income had dropped after he moved to Yellowknife and his new income was not re-assessed until the following year, which meant that they struggled to pay the rent. He also asked why he did not receive notice of the rental arrears earlier and stated that he was not aware that there were outstanding arrears until he received the application and notice of the hearing in December 2020.

The Applicant testified that a statement was provided to the household each month during the joint tenancy that included information on the arrears owing. It was clarified that the only arrears being charged are those that accrued during the joint tenancy. In response to questions about the delay in filing the application until the end of 2020, the Applicant testified that because of COVID-19, their offices were closed during the Spring of 2020 and employees were working from home. When they were able to return to work, they processed the application as soon as they could.

I reminded the Respondent that they had signed the joint tenancy agreement and under the *Residential Tenancies Act* were responsible, along with their ex-spouse, for any arrears that had accumulated during the tenancy. If they had paid more than their share they needed to take that up with their ex-spouse.

I am satisfied the lease balance statement accurately reflects the status of the Respondents' rent account at the end of the joint tenancy. I find that the Respondents repeatedly failed to pay their full rent when due and accumulated rental arrears in the amount of \$6,445.

*Security deposit*

According to the lease balance statement and the final statement provided to the Respondent AY on November 20, 2020, a security deposit of \$1,200 had been paid and had earned \$26.58 in interest. Once this security deposit and interest is applied against the rental arrears, the total owing for rental arrears is \$5,218.42.

*Order*

An order will be issued requiring the Respondents to pay rental arrears in the amount of \$5,218.42 (p. 41(4)(a)).

---

Janice Laycock  
Rental Officer