

IN THE MATTER between **N.W.C.C.L.**, Applicant, and **B.H. and A.I.**, 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 **Hal Logsdon**, Rental Officer, regarding a rental premises located within the **town of Norman Wells in the Northwest Territories**.

BETWEEN:

N.W.C.C.L.

Applicant/Landlord

-and-

B.H. AND A.I.

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	May 30, 2023
<u>Place of the Hearing:</u>	Yellowknife, NT via teleconference
<u>Appearances at Hearing:</u>	P.T., representing the Applicant
<u>Date of Decision:</u>	May 30, 2023

REASONS FOR DECISION

The Application was filed on April 17, 2023 and served on the Respondents by email with Notices of Attendance sent on April 28, 2023. The Respondents failed to appear at the hearing. Pursuant to section 71(1)(d) of the *Residential Tenancies Act*, I deemed the notices served on May 1, 2023 and the matter was heard on May 30, 2023 in the absence of the Respondents.

The joint tenancy agreement between the parties was made for a one-year term that commenced on March 1, 2022 and was renewed as a monthly agreement on expiry. The monthly rent for the premises is \$1,200.

The Applicant alleged that the Respondents had breached their obligation to pay rent and sought an order requiring the Respondents to pay the alleged rent arrears, terminating the tenancy agreement, and evicting the Respondents.

The Applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$3,600 as at April 1, 2023. The Applicant testified that since that date, the May rent had come due and \$400 had been paid, bringing the balance owing to \$4,400.

The Applicant explained that the tenants split the monthly rent, one paying \$800/month and the other paying \$400/month. The statement provided in evidence represented only the rent charges and payments for the tenant paying \$800/month. The Applicant testified that the other tenant had paid their share of \$400 each month.

Notwithstanding the splitting of the rent by the Respondents or the separate accounting by the Applicant (I assume for the convenience of the tenants), the tenancy is a joint tenancy and the Respondents are jointly and severally responsible for the rent. The Landlord is entitled to seek remedy from either joint tenant or both.

I find the Respondents in breach of their obligation to pay rent and find rent arrears of \$4,400. In my opinion, there are sufficient grounds to terminate the tenancy and issue an eviction order. The Applicant stated they wished to give the Respondents time to find other accommodation and suggested a termination date of June 30, 2023.

An order shall issue requiring the Respondents to pay the Applicant rent arrears of \$4,400 and terminating the tenancy agreement on June 30, 2023. An eviction order shall become effective on July 1, 2023

Hal Logsdon
Rental Officer