

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and  
**MIRANDA BATON AND GARY TANITON**, Respondents;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter  
R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,  
regarding the rental premises at **DELINE, NT**.

BETWEEN:

**DELINE HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**MIRANDA BATON AND GARY TANITON**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 18th day of March,  
2011.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and  
**MIRANDA BATON AND GARY TANITON**, 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.

BETWEEN:

**DELINE HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**MIRANDA BATON AND GARY TANITON**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** March 16, 2011

**Place of the Hearing:** Deline, NT via teleconference

**Appearances at Hearing:** Nicole Tutcho, representing the applicant

**Date of Decision:** March 18, 2011

### **REASONS FOR DECISION**

The respondents were served with Notices of Attendance sent by registered mail and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and evicting the respondents from the rental premises.

Copies of tenancy agreements and the tenant ledger were provided in evidence.

A tenancy agreement between the applicant and respondents for unit 14 was terminated by order on October 31, 2009. The parties entered into a new tenancy agreement for unit 14 on November 1, 2009. That tenancy agreement was superceded on January 26, 2010 by a tenancy agreement for unit 14 made between the applicant and Gary Taniton as sole tenant and that tenancy agreement was superceded by yet another tenancy agreement for unit 14 between the applicant and Miranda Baton as sole tenant. The applicant's accounting treats all of these tenancy agreements as one.

The tenancy agreement referred to in the application (Deline Housing Association and Miranda and Gary Taniton) was terminated on January 26, 2010 more than ten months before the

application was filed on December 13, 2010.

Section 68 of the *Residential Tenancies Act* sets out a time limit for the filing of applications.

**68. (1) An application by a landlord or a tenant to a rental officer must be made within six months after the breach of an obligation under this Act or the tenancy agreement or the situation referred to in the application arose.**

The Act does permit a rental officer to extend this time limitation if it is not unfair to do so.

There is no evidence to suggest that the applicant had reason to believe that the arrears would be paid without resort to legal action. A payment plan was arranged but repeatedly breached by the respondents. I can find no reason to extend the time limitation and shall dismiss the application.

A landlord may only seek relief for rent from the tenant or tenants responsible for the rent. In this application, the applicant is seeking rent arrears from Miranda Baton which accrued when Gary Taniton was the only tenant. Conversely, they are seeking rent arrears from Gary Taniton for arrears which accrued when Miranda Baton was the only tenant. These are separate tenancy agreements. The accounting must be segregated and applications made against the appropriate party.

---

Hal Logsdon  
Rental Officer