

IN THE MATTER between **BEHCHOKO KO GHA K'AODEE**, Applicant, and  
**VANESSA CHOCOLATE AND ROY LAFFERTY**, Respondents;

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

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

BETWEEN:

**BEHCHOKO KO GHA K'AODEE**

Applicant/Landlord

- and -

**VANESSA CHOCOLATE AND ROY LAFFERTY**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 84(3), 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the previous order (file #10-8736, filed on February 1, 2006) is rescinded and the respondents ordered to pay rent arrears in the amount of fifty seven thousand one hundred forty three dollars and forty five cents (\$57,143.45). The respondents shall pay the rent arrears in monthly installments of two hundred dollars (\$200.00) payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on December 31, 2013.
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay

the monthly rent on time in the future.

DATED at the City of Yellowknife, in the Northwest Territories this 18th day of March,  
2014.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **BEHCHOKO KO GHA K'AODEE**, Applicant, and  
**VANESSA CHOCOLATE AND ROY LAFFERTY**, 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:

**BEHCHOKO KO GHA K'AODEE**

Applicant/Landlord

-and-

**VANESSA CHOCOLATE AND ROY LAFFERTY**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** December 3, 2013

**Place of the Hearing:** Behchoko, NT

**Appearances at Hearing:** Michael Keohane, representing the applicant  
Vanessa Chocolate, respondent  
Roy Lafferty, respondent

**Date of Decision:** December 3, 2013

### **REASONS FOR DECISION**

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent arrears in accordance with a previous order. The applicant sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondents. The premises are subsidized public housing.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$57,143.45. The applicant testified that all of the rent had been calculated based on the household income of the respondents in accordance with the approved rent scale.

A previous order (file #10-8736, filed on February 1, 2006) required the respondents to pay rent arrears of \$20,828.45 in monthly payments of \$100 until the rent arrears were paid in full.

Clearly this order was breached.

The respondents disputed the amount owing but did not offer any evidence of any errors of accounting or rent assessment.

The applicant has entered into 14 separate tenancy agreements with one or both of these parties but has treated them all as a single tenancy. For most of the time between April 2003, when the first tenancy agreement was executed and present, the tenancy agreements were executed with Vanessa and Roy as joint tenants. There was a period between May 2007 and January 2009 when

the applicant entered into several fixed term tenancy agreements with Vanessa as sole tenant, despite the fact that a valid monthly tenancy agreement existed. The applicant stated that they did this because it was “government policy” to periodically execute new tenancy agreements and because Mr. Lafferty was incarcerated, they were unable to execute a new tenancy agreement with him and his partner as joint tenants. If indeed this was “government policy”, it is absurd. There was a monthly tenancy agreement in place and there is absolutely no requirement to replace it with another agreement. Being incarcerated does not extinguish a joint tenant’s right to possession of the premises, particularly when the joint tenant is still living there. I consider this tenancy to be a continuous joint tenancy.

The applicant stated that they would be willing to continue the tenancy if the respondents paid the monthly rent plus an additional \$200/month.

I find the statement in order and find rent arrears of \$57,143.45. An order shall issue requiring the respondents to pay the monthly rent plus an additional \$200/month until the rent arrears are paid in full. The payments of arrears shall be due on the last day of every month and the first payment shall be due on December 31, 2013.

This decision was made known to the parties at the conclusion of the hearing.

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Hal Logsdon  
Rental Officer