

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Matthew Vukson and Donovan Lafferty**, 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, **Adelle Guigon**, Deputy Rental Officer, regarding a rental premises within **the city of Yellowknife in the Northwest Territories**.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

MATTHEW VUKSON and DONAVAN LAFFERTY

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents must pay to the applicant rental arrears in the amount of \$3,804.00 (three thousand eight hundred four dollars).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as #403, 42 Con Road, in Yellowknife, Northwest Territories, will terminate May 31, 2015, and the respondents must vacate the rental premises on or before that date.

DATED at the City of Yellowknife in the Northwest Territories this 21st day of April 2015.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Matthew Vukson and Donovan 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 **Adelle Guigon**, Deputy Rental Officer.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

-and-

MATTHEW VUKSON and DONAVAN LAFFERTY

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	April 15, 2015
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	Metslal Mesgun, representing the applicant Matthew Vukson, respondent
<u>Date of Decision:</u>	April 15, 2015

REASONS FOR DECISION

An application to a rental officer made by NPR Limited Partnership as the applicant/landlord against Matthew Vukson and Donovan Lafferty as the respondents/tenants was filed by the Rental Office March 11, 2015. The application was made regarding a residential tenancy agreement for the rental premises known as #403, 42 Con Road, in Yellowknife, Northwest Territories. The applicant served a copy of the filed application package on the respondents by registered mail signed for March 24, 2015.

The applicant alleged the respondents had accumulated rental arrears and sought an order for payment of rental arrears, termination of the tenancy agreement, and eviction. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for April 15, 2015, in Yellowknife, Northwest Territories. Ms. Metslal Mesgun appeared representing the applicant. Mr. Matthew Vukson appeared as respondent. Mr. Donovan Lafferty was sent a notice of attendance by registered mail signed for April 14, 2015, and a courtesy email was sent to him confirming the hearing particulars on April 14, 2015. Mr. Lafferty did not appear at hearing. Mr. Vukson had no information on Mr. Lafferty's immediate whereabouts as he had not seen him in some time. The hearing proceeded in Mr. Lafferty's absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

Ms. Mesgun testified and provided evidence that the respondents had entered into a joint tenancy agreement for the rental premises known as #403, 42 Con Road, in Yellowknife, Northwest Territories. The tenancy commenced July 1, 2014, for a fixed-term to June 30, 2015. The monthly rent was established at \$1,700 due the first of each month. The resident ledger entered into evidence supported Ms. Mesgun's allegation that the respondents have been accumulating rental arrears since November 2014 to the current amount owing of \$3,804.

Mr. Vukson did not dispute the amount of rental arrears claimed. He did however argue that the agreement between himself and Mr. Lafferty when they entered into the tenancy agreement was to equally share the rent. Mr. Vukson has been honouring his half of the deal, as reflected in the resident ledger, but Mr. Lafferty has not been paying his share. Mr. Vukson was of the opinion that he should not be held accountable for Mr. Lafferty's half of the rent. Mr. Vukson further advised the tribunal that Mr. Lafferty has 'disappeared again' and he is not certain of Mr. Lafferty's current whereabouts or his employment status. Mr. Vukson does not believe Mr. Lafferty has the funds to resolve his debt.

A payment plan signed by Mr. Lafferty and dated January 16, 2015, was entered into evidence to establish that Mr. Lafferty was aware of and acknowledged his debt at the time. The payment plan detailed when payments were expected and promised to be paid by Mr. Lafferty. Both Ms. Mesgun and Mr. Vukson agreed that none of the promised payments were made.

Mr. Vukson has given notice to the landlord of his intention to vacate the rental premises by May 31, 2015, which Ms. Mesgun confirmed receipt of. He is not opposed to termination of the tenancy agreement under the circumstances as he will be relocating to Alberta, and cannot afford the rent here by himself at any rate.

I am satisfied a valid tenancy agreement is in place between the parties in accordance with the Act. The tenancy agreement reflects the correct spelling of Mr. Lafferty's first name as "Donavan", as does Mr. Lafferty's signature, contrary to the spelling reflected in the application to a rental officer. The style of cause in this order reflects the correct spelling of Mr. Lafferty's first name.

Section 1 of the written tenancy agreement includes a note indicating that where there is more than one tenant they are all to be held jointly and severally liable for the terms of the tenancy agreement. This is a common-law rule recognized in joint residential tenancies. Mr. Vukson's agreement with Mr. Lafferty to equally share the rent is an arrangement made between them, not with the landlord. As a result, both Mr. Vukson and Mr. Lafferty are liable for the rental arrears accumulated under their joint tenancy agreement. Mr. Vukson and Mr. Lafferty will have to settle their dispute other than under this Act.

I am satisfied that the resident ledger reflecting the respondents' rent account accurately represents the status of that account. There was no dispute with respect to the amount claimed. I find the respondents have accumulated rental arrears in the amount of \$3,804.

In light of the substantial rental arrears and Mr. Vukson's agreement to vacate the rental premises, I am satisfied termination of the tenancy agreement is justified. An eviction order is also justified as a precaution against Mr. Lafferty's unlikely return to the rental premises.

An order will issue requiring Mr. Matthew Vukson and Mr. Donovan Lafferty to pay rental arrears in the amount of \$3,804, terminating their tenancy agreement May 31, 2015, and evicting them from the rental premises June 1, 2015. The eviction order will issue under separate cover.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Resident ledger dated March 9, 2015

Exhibit 2: Applicant's notice to terminate tenancy correspondence to respondents dated:
February 9, 2015; January 9, 2015; December 8, 2014; August 12, 2014

Exhibit 3: Tenancy agreement dated June 19, 2014

Exhibit 4: Resident ledger dated April 15, 2015

Exhibit 5: Payment plan dated January 16, 2015