

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **VINCENT MCLEOD AND ROSLYN NADLI**, 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 **FORT PROVIDENCE, NT.**

BETWEEN:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

- and -

VINCENT MCLEOD AND ROSLYN NADLI

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of three thousand seven hundred sixty five dollars (\$3765.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair costs in the amount of eighty nine dollars and forty seven cents (\$89.47).

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of
November, 2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **VINCENT MCLEOD AND ROSLYN NADLI**, 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:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

-and-

VINCENT MCLEOD AND ROSLYN NADLI

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: **October 8, 2015, continued on October 29, 2015**

Place of the Hearing: **Fort Providence, NT via teleconference**

Appearances at Hearing: **Alphonsine Gargan, representing the applicant
(October 8)
Rose Vandell, representing the applicant (October 29)
Vincent McLeod, respondent
Roslyn Nadli, respondent**

Date of Decision: **October 29, 2015**

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on June 30, 2015. The applicant retained the security deposit (\$350) and accrued interest (\$0.20) applying it against window screen repair (\$38.84), replacement of damaged doors (\$400.83) and rent arrears (\$3765) resulting in an amount owing to the applicant of \$3854.47. The applicant sought relief in that amount. The premises are subsidized public housing.

The applicant provided a statement of account and work orders regarding the alleged damages in evidence. The statement indicates a balance owing of \$3854.47 after the application of the security deposit and accrued interest.

The respondents submitted that they had requested that Mr. McLeod be removed as a tenant since he had been prohibited from having any contact with Ms. Nadli through an undertaking given to a police officer on February 20, 2015 and had been living elsewhere. The respondents did not dispute the repair costs. A copy of the undertaking was provided in evidence.

The applicant acknowledged that the respondents had requested that Mr. McLeod be removed from the tenancy agreement. The applicant testified that the respondents were advised that an agreement in writing was required and that they should attend the Housing Association office to execute the necessary documents. The applicant testified that the respondents did not follow up on their verbal request and there was no written document terminating the tenancy agreement nor

was a new tenancy agreement executed with Ms Nadli as sole tenant.

Mr. McLeod testified that he signed something and understood that it had the effect of taking him off the tenancy agreement but the applicant claimed that the document in question was a declaration of income, not a mutual agreement to terminate the tenancy agreement.

Since assignment of a tenancy agreement is a not right enjoyed by tenants in subsidized public housing, the conversion of a joint tenancy agreement to a sole tenancy agreement must be done by mutual agreement with all parties. The joint tenancy agreement must first be terminated and the landlord and the remaining tenant must execute a new tenancy agreement. Section 50 of the *Residential Tenancies Act* requires that termination by mutual agreement must be done in writing.

50. A landlord and tenant may agree in writing after a tenancy agreement has been made to terminate the tenancy on a specified date and the tenancy is terminated on the date specified.

I do not find sufficient evidence that the parties terminated this tenancy by mutual agreement or that the applicant and Ms. Nadli executed a new sole tenancy agreement.

Notwithstanding that Mr. McLeod may have been living elsewhere from February 20 to June 30, 2015 article 6 of the tenancy agreement obligates the tenant to report the tenant's income as well as the incomes of all occupants. Therefore a person named as a tenant on the tenancy agreement must report their income regardless of whether they currently occupy the premises. I find the respondents jointly responsible for the rent arrears and the repair costs and find the repair costs

reasonable. Applying the security deposit and interest first to the repair costs an order shall issue requiring the respondents to pay the applicant rent arrears of \$3765 and repair costs of \$89.47.

Screen repairs	\$38.84
Door repairs	400.83
Security deposit	(350.00)
Interest	<u>(0.20)</u>
Repair costs	\$89.47
Plus rent arrears	<u>3765.00</u>
Total	\$3854.47

Hal Logsdon
Rental Officer