

**DECISION AND ORDER**

**IN THE SMALL CLAIMS COURT OF NOVA SCOTIA**

**Cite as: Hallette v. Highfield Park Apartments Ltd., 2004 NSSM 44**

BETWEEN:

Name: MARANDA HALLETTE

- APPELLANT

Name: HIGHFIELD PARK APARTMENTS LIMITED

- RESPONDENT

DATE OF HEARING: May 31, 2004

**Revised Decision:** The text of the original decision has been revised to remove addresses and phone numbers of the parties on August 23, 2007.

**DECISION**

- [1] The tenant, Maranda Hallette, appeals a decision of the Director of Residential Tenancies ordering her to pay \$679.00 to her former landlord, Highfield Park Apartments Limited. Ms. Hallette appeared in person. Alphonse Lefrense appeared on behalf of the landlord.
- [2] Ms. Hallette had entered into a year to year lease in the standard form which began on April 1, 2003. She was the sole signatory to the lease. The lease form discloses another occupant, but Ms. Hallette said he moved out and another co-worker, Pamela MacDonald, moved in. Beginning in October, Ms. MacDonald paid one-half the rent for the premises directly to the landlord. She began to default with bad cheques in her share of the rent. Ms. Hallette and Mr. Lefresne agree that the rental arrears accumulated through Ms. MacDonald's default.
- [3] Ms. Hallette argues that she should not be responsible to the landlord for Ms. MacDonald's failure to pay her proper share of the rent. She argues that there was a landlord-tenant relationship between Ms. MacDonald and the landlord evidenced by the direct payment of rent and the landlord's reference to her as a tenant.

- [4] The issue here, in my view, is whether Ms. MacDonald is a tenant of Ms. Hallette or a tenant of the landlord. If Ms. MacDonald is a tenant of Ms. Hallette, then Ms. Hallette may collect the debt from her, but is herself obliged to the landlord for the arrears.
- [5] Ms. Hallette signed the lease alone. This lease establishes a landlord-tenant relationship between herself and Highfield Park. It often happens, as it did in this case, that others will occupy a unit. Unless that person is accepted as a tenant by the landlord, then the person becomes a sub-tenant of the leaseholder. Landlords will accommodate various payment arrangements and no doubt will casually refer to a sub-tenant as a tenant but, in my view, this does not bring an occupant into a landlord-tenant relationship with the primary landlord. In any event, even if Ms. MacDonald was a tenant of Highfield Park, the obligation to the landlord is, generally speaking, a joint and several one. In other words, any tenant may be made liable for the whole of the rent due. Ms. Hallette would be liable for the whole of the rent due to Highfield even if Ms. MacDonald was a tenant of Highfield.
- [6] Ms. Hallette does, however, have a right of action against Ms. MacDonald for the collection of rent due from Ms. MacDonald as her sub-tenant. Ms. MacDonald is not a party to the present proceeding and could not be made the subject of an order against her even if she had appeared in response to Ms. Hallette's subpoena.
- [7] Mr. Lefresne said a \$45.00 charge for changing the locks had been improperly included in the Director's order. I thank him for that advice. The landlord is otherwise entitled to its claim.

### **ORDER**

- [8] I order Maranda Hallette to pay to Highfield Park Apartments Limited the sum of \$634.00.

Dated at Halifax, Nova Scotia  
this 2<sup>nd</sup> day of June, 2004.

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**J. WALTER THOMPSON, Q.C.**

**ADJUDICATOR**

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Court File  
Claimants(s)  
Defendant(s)