

IN THE MATTER between **YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**, Applicant, and **NORMAN SANGRIS**, Respondent;

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, regarding the rental premises at **DETTAH, NT**

BETWEEN:

**YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**

Applicant/Landlord

- and -

**NORMAN SANGRIS**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of three thousand seven hundred twenty dollars and six cents (\$3720.06).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit 27, Dettah, NT shall be terminated on June 30, 2003 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of June, 2003.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**, Applicant, and **NORMAN SANGRIS**, Respondent.

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:

**YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**

Applicant/Landlord

-and-

**NORMAN SANGRIS**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 10, 2003

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

**Appearances at Hearing:** Bertha Drygeese, representing the applicant  
Norman Sangris, respondent

**Date of Decision:** June 11, 2003

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the premises which were the result of his negligence. The applicant provided copies of the rent ledger which indicated a balance of rent owing in the amount of \$3720.06. The ledger indicated that no payments of rent had been made by the respondent since September, 2002.

The applicant also provided photographs of the premises which showed torn carpet, holes in interior doors, holes in walls and damaged cabinets. The applicant indicated that the damages was the result of the tenant's negligence.

The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement between the parties. The applicant indicated that they intended to deal with the damages after they had gained possession of the premises.

The respondent did not dispute the allegations.

The record of rent payments since September, 2002 indicates little willingness to pay rent. The damages to the premises are significant and demonstrate the respondent's complete disregard of the property. In my opinion, there are sufficient grounds to terminate the tenancy agreement between the parties.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord and by failing to repair damages to the premises which were the result of his negligence. I find the rent arrears to be \$3720.06. In my opinion, there are sufficient grounds to terminate the tenancy agreement between the parties.

An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$3720.06 and terminating the tenancy agreement on June 30, 2003. The respondent shall vacate the premises on that date.

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Hal Logsdon  
Rental Officer