

IN THE MATTER between **NTHC**, Applicant, and **SW and SS**, 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**, Rental Officer, regarding a rental premises located within the **town of Hay River in the Northwest Territories**;

BETWEEN:

NTHC

Applicant/Landlord

- and -

SW and SS

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to subsection 45(4)(b) of the *Residential Tenancies Act*, the Respondents must not breach their obligation not to permit overcrowding of the rental premises again.

DATED at the city of Yellowknife in the Northwest Territories this 2nd day of December 2020.

Adelle Guigon
Rental Officer

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REASONS FOR DECISION

Date of the Hearing: December 1, 2020

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AS, representing the Applicant

Date of Decision: December 1, 2020

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of the NTHC as the Applicant/Landlord against SW and SS as the Respondents/Tenants was filed by the Rental Office October 26, 2020. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was served on the Respondents by registered mail signed for November 13, 2020.

The Applicant alleged the Respondents had permitted unauthorized persons to reside at their rental premises, and had permitted overcrowding to occur at the rental premises. An order was sought for the Respondents to comply with their obligations respecting unauthorized occupants and overcrowding, and not to breach those obligations again.

A hearing was held December 1, 2020, by three-way teleconference. AS appeared representing the Applicant. SW and SS were served notices of the hearing by registered mail signed for November 13, 2020. The Respondents did not appear at the hearing, nor did anyone appear on the Respondents' behalf. The hearing proceeded in the Respondents' absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing February 1, 2017. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Unauthorized occupants

Section 5 of the written tenancy agreement specifies that noone other than the Tenant and those listed in Schedule B to the tenancy agreement may occupy the rental premises, and that no additional persons may reside in the rental premises without the prior written consent of the Landlord. There are two Tenants to this tenancy agreement, and four children listed as authorized occupants in Schedule B.

The Applicant had received information in early October that the Respondents had another family living with them. The Respondents had not notified or requested permission from the Applicant for anyone else to live with them. The Applicant approached the Respondents about the allegation, and SW confirmed to the Applicant that his in-laws – a family of five with the children all being under the age of 11 – had moved in with them. The Respondent acknowledged that he had not requested permission, but explained that his in-laws were having a hard time in their home community and decided to move to Hay River to provide a better life for their family. The Respondents felt it was important to support their family and agreed to let them live with them until they could find employment and their own accommodations.

The Applicant reminded the Respondent of his obligations, confirmed that no permission was being granted for the Respondents' in-laws to reside at the rental premises, and warned the Respondents to have their in-laws moved out as soon as possible. By the time of this hearing, the Respondents' family had secured temporary accommodations in Fort Smith and were no longer living with the Respondents.

The Applicant withdrew their request for an order that the Respondents comply with and not breach their obligation not to permit unauthorized persons to reside at the rental premises again. I find the Respondents did fail to comply with their obligation not to permit unauthorized occupants to reside in the rental premises. Having accepted the Applicant's withdrawal of the requested order, no order will issue regarding this breach.

Overcrowding

Subsection 45(3) of the Act specifies that "A tenant shall not permit such number of persons to occupy the rental premises on a continuing basis that results in the contravention of health, safety or housing standards required by law or in breach of the tenancy agreement."

The National Occupancy Standards specify that no more than two married or common-law adults, or one single adult, or two same-sex children under 18 years of age are permitted per bedroom in a residential household.

The rental premises is a four-bedroom unit. As previously mentioned, the Respondents' family consists of the two adult Tenants and their four children. The four-bedroom unit is appropriate for this family under the National Occupancy Standards.

The Respondents' in-laws consists of two married or common-law adults and their three children. The addition of this family in the rental premises resulted in a total of four adults and seven children living in a four-bedroom unit. This clearly exceeds the maximum number of occupants under the National Occupancy Standards by at least three people.

The Respondents' in-laws moved into the rental premises some time before October 7, 2020, and did not vacate until some time around November 13, 2020 – a period of at least five weeks. To my mind this is a rather lengthy continuous period of time for so many people to occupy a rental premises.

Overcrowding increases the risks to health and safety for those living in the household. Fire safety issues are the first concern that come to mind, immediately followed in this COVID-19 pandemic period by health and illness related issues. These are serious factors to consider.

The Applicant testified that he believes the Respondents understand the significant of the breach, but to reinforce the issue he affirmed his request for an order that the Respondents not breach their obligation not to permit overcrowding again.

I am satisfied that the maximum number of persons permitted to occupy the residential rental premises as defined by the National Occupancy Standards was exceeded in this case. I am further satisfied that the overcrowding has been resolved by the departure of the Respondents' in-laws from the rental premises. I find the Respondents have failed to comply with their obligation not to permit overcrowding to occur in the rental premises.

Order

An order will issue requiring the Respondents not to breach their obligation not to permit overcrowding at the rental premises again.

Adelle Guigon
Rental Officer