

IN THE MATTER between **YWCA OF YELLOWKNIFE**, Applicant, and
LAWRENCE SANGRIS, Respondent;

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, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

YWCA OF YELLOWKNIFE

Applicant/Landlord

- and -

LAWRENCE 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 two thousand twenty five dollars (\$2025.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 214, 4904 - 54th Avenue, Yellowknife, NT shall be terminated on July 31, 2013 and the respondent shall vacate the premises on that date unless the rent arrears are paid in full.
3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of July,
2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **YWCA OF YELLOWKNIFE**, Applicant, and
LAWRENCE 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:

YWCA OF YELLOWKNIFE

Applicant/Landlord

-and-

LAWRENCE SANGRIS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 5, 2013

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Sharon Pearce, representing the applicant
Tina Sangris, representing the respondent

Date of Decision: July 5, 2013

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by overcrowding the apartment. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent unless the rent arrears were paid and the overcrowding eliminated.

The applicant alleged that the outstanding rent was \$2025 calculated as follows:

Balance as per notice of June 12, 2013	\$2150
Payment - June 30, 2013	(700)
July rent	1150
Payment - July 1, 2013	<u>(575)</u>
Total	\$2025

The applicant stated that the rental premises consisted of a one bedroom apartment. The applicant alleged that the respondent, his mother and his nephew all occupied the apartment on a on-going basis and that his sister visited frequently. The applicant did not produce a tenancy agreement in evidence but stated that to the best of her knowledge the agreement did not contain a restriction on the number of occupants.

The respondent's representative did not dispute the amount of rent owing and stated that the respondent would pay the full balance owing by July 31, 2013. The respondent's representative stated that the respondent required oversight due to his health as did his mother due to her age. She stated that she lived in Hay River but visited frequently in order to help the respondent and his mother. She stated that the nephew was nearing adulthood and would soon find his own

accommodation. The applicant's representative stated that she recognized a larger apartment would be preferable.

Section 45(3) of the *Residential Tenancies Act* sets out provisions prohibiting overcrowding.

45.(3) 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 a breach of the tenancy agreement.

Although I agree, as does the respondent's representative, that the apartment is not suited to the household size, I can not consider it to be a breach of the Act as there is no statute that has been contravened or breach of the tenancy agreement.

I do find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$2025. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$2025 and terminating the tenancy agreement on July 31, 2013 unless the rent arrears are paid in full. The respondent is also ordered to pay future rent on time. An eviction order to be effective on August 1, 2013 unless the rent arrears of \$2025 are paid on or before July 31, 2013 shall be issued separately.

Hal Logsdon
Rental Officer