

IN THE MATTER between **NORTH SLAVE HOUSING CORPORATION**,
Applicant, and **SONYA ALMOND**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

NORTH SLAVE HOUSING CORPORATION

Applicant/Landlord

- and -

SONYA ALMOND

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 59(1) Of the *Residential Tenancies Act*, the tenancy agreement for the premises known as Apartment A, 5313-49th Street, Yellowknife, NT shall be terminated on December 15, 2003 and the respondent shall vacate the rental premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of
November, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTH SLAVE HOUSING CORPORATION**,
Applicant, and **SONYA ALMOND**, 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:

NORTH SLAVE HOUSING CORPORATION

Applicant/Landlord

-and-

SONYA ALMOND

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 12, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Bobbi Bulmer, representing the applicant
Sonya Almond, respondent

Date of Decision: November 12, 2003

REASONS FOR DECISION

The rental premises are subsidized public housing. The residential complex is a duplex which contains one other subsidized public housing unit. The applicant plans to sell the residential complex in order to raise money to construct other subsidized public housing units. The subsidies for the premises will be transferred to the new units. The applicant seeks an order terminating the tenancy agreement because the new owner will not be able to assume the tenancy agreement due to the subsidy arrangement.

Section 59 of the *Residential Tenancies Act* permits a rental officer to terminate a tenancy agreement by order if the rental premises are no longer going to be used as rental premises.

While this complex, in all likelihood, will be purchased and utilized as rental premises, they will not be available as subsidized public housing, making it impossible for the purchaser to assume the existing tenancy agreements. In my opinion, this is a change of use.

The application was filed on July 17, 2003 and set for hearing on September 2, 2003. At that time the respondent had not located alternate accommodation nor had the applicant been able to offer the respondent alternate accommodation in their inventory. The parties agreed to adjourn the hearing to October 14, 2003 to permit both parties to seek alternatives. On October 14, the matter was again adjourned as no progress had been made to locate other housing. On November 12 the respondent indicated that although she had not entered into a tenancy agreement, she had spoken to a prospective landlord who was in the process of preparing premises for rent. The

applicant expressed their desire to gain vacant possession so that they could commence renovations prior to sale.

In my opinion, the respondent has had ample time to locate other accommodation. Her search appears to have been mostly limited to other subsidized public housing providers which all have long waiting lists. As she is apparently eligible for income support assistance, her search should be much broader. In my opinion, it is reasonable to terminate the tenancy agreement on December 15, 2003.

An order shall issue terminating the tenancy agreement on December 15, 2003 and requiring the tenant to vacate the premises on that day.

I remind the parties that pursuant to section 59, the respondent may give notice to terminate the tenancy earlier by giving written notice of at least five days. The landlord may only collect rent to the day the tenant vacates the premises.

Hal Logsdon
Rental Officer