

IN THE MATTER between **RAE EDZO HOUSING AUTHORITY**, Applicant, and **LAWRENCE GON AND EVA NITSIZA**, 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, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **RAE-EDZO, NT**.

BETWEEN:

RAE-EDZO HOUSING AUTHORITY

Applicant/Landlord

- and -

LAWRENCE GON AND EVA NITSIZA

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of fourteen thousand five hundred ninety seven dollars (\$14,597).
2. Pursuant to sections 45(4)(e) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 652C, Whaghe Tili, Rae-Edzo, NT shall be terminated on September 30, 2004 and the respondents shall vacate the premises on that date, provided the landlord offers a new tenancy agreement for a one bedroom unit and permits the respondents to occupy those premises.

DATED at the City of Yellowknife, in the Northwest Territories this 23rd day of August, 2004.

Hal Logsdon
Rental Officer

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-and-

LAWRENCE GON AND EVA NITSIZA

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: August 20, 2004

Place of the Hearing: Rae-Edzo, NT

Appearances at Hearing: Robert Richardson, representing the applicant
Eva Nitsiza, respondent

Date of Decision: August 20, 2004

REASONS FOR DECISION

The applicant alleged that the respondents breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears. The applicant also stated that the respondents had been asked to move to a smaller unit, as their household size no longer justified a two bedroom unit, but had refused to relocate. The applicant sought an order terminating the tenancy agreement.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$14,597. The applicant testified that there were numerous families in the community occupying one bedroom units who required two-bedroom units. The applicant stated that a one bedroom unit could be made available to the respondents by September 30, 2004.

The respondent did not dispute the allegations concerning rent. The respondent stated that her children were in the custody of her former husband but visited frequently and used the extra bedroom in the house. The respondent indicated she would be willing to move to a smaller unit.

The premises are subsidised public housing and the tenancy agreement between the parties requires the tenant to "accept a transfer to other premises when, in the landlord's opinion, the premises are no longer suitable due to a change in the number of occupants in the premises." In my opinion, this is a reasonable obligation in a social housing tenancy agreement. Social housing is a scarce commodity and it is important to optimize the allocation of units to families according

to family size. Tenants who are over-accommodated should be transferred to smaller premises if other families in the portfolio are overcrowded. Although it is nice to have a spare bedroom particularly when your children come to visit, it is more important, in my opinion, that other children in overcrowded premises have the opportunity to live in a suitable house.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$14,597. An order shall issue requiring the respondents to pay the rent arrears and terminating the tenancy agreement on September 30, 2004 provided the landlord permits occupancy of a one-bedroom unit and enters into a new tenancy agreement for those premises.

Hal Logsdon
Rental Officer