

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and **ADOLPHUS QUITTE**, 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 **RAE-EDZO, NT**.

BETWEEN:

RAE-EDZO HOUSING AUTHORITY

Applicant/Landlord

- and -

ADOLPHUS QUITTE

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 nine hundred sixty one dollars and thirty nine cents (\$961.39).
2. Pursuant to sections 57(b) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 255 Edzia Tili shall be terminated on January 31, 2006 and the respondent shall vacate the premises on that date, provided the applicant offers a transfer to other accommodation more suited to the respondent's household size.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of December, 2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and **ADOLPHUS QUITTE**, 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:

RAE-EDZO HOUSING AUTHORITY

Applicant/Landlord

-and-

ADOLPHUS QUITTE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 13, 2005

Place of the Hearing: Rae-Edzo, NT

Appearances at Hearing: Robert Richardson, representing the applicant

Date of Decision: December 13, 2005

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicant also testified that the respondent was no longer eligible to occupy a two-bedroom unit as he was the only occupant of the premises. The applicant stated that there were a number of applicants on the current waiting list for two-bedroom units. The applicant stated that the respondent had been offered a smaller unit but had refused to move. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$961.39.

I find the ledger in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$961.39. I also find that the respondent is eligible only for a one-bedroom unit in accordance with the allocation policy of the landlord. Section 3 of the written tenancy agreement obligates the tenant to accept a transfer when the size of the premises is no longer suitable due to a change in the household size. In my opinion, this provision is entirely reasonable. With public housing in such short supply, the landlord must use the inventory of

units in the most efficient manner. In my opinion, termination of the tenancy agreement is a reasonable remedy when the tenant refuses to be relocated, provided alternate accommodation is being offered.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$961.39. The rent arrears are significant, given the low rent assessment. However I note that the respondent is making reasonably frequent payments and the arrears have accumulated over a long period of time. The parties should agree on a repayment schedule to eventually eliminate the arrears. If this proves to be impossible, the landlord may seek further remedy.

The order shall also terminate the tenancy agreement on January 31, 2006 provided that the applicant offers other accommodation to the respondent which is more suitable to his household size.

Hal Logsdon
Rental Officer