

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY (ON BEHALF OF NORTHWEST TERRITORIES HOUSING CORPORATION)**, Applicant, and **MARY ANNA GON**, 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 **FORT SMITH, NT.**

BETWEEN:

FORT SMITH HOUSING AUTHORITY (ON BEHALF OF NORTHWEST TERRITORIES HOUSING CORPORATION)

Applicant/Landlord

- and -

MARY ANNA GON

Respondent/Tenant

ORDER AND EVICTION 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 three thousand two hundred eighty five dollars (\$3285.00).
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 Unit #0061, 139 Field Street,

Fort Smith, NT shall be terminated on February 19, 2016 and the respondent shall vacate the premises on that date.

3. Pursuant to section 63(4)(a) of the *Residential Tenancies Act*, the respondent shall be evicted from the premises known as Unit #0061, 139 Field Street, Fort Smith, NT on February 22, 2016.

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of January, 2016.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY (ON BEHALF OF NORTHWEST TERRITORIES HOUSING CORPORATION)**, Applicant, and **MARY ANNA GON**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

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BETWEEN:

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Applicant/Landlord

-and-

MARY ANNA GON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 21, 2016

Place of the Hearing: Fort Smith, NT via telephone

Appearances at Hearing: Amber Harrington, representing the applicant
Lucille Harrington, representing the applicant

Date of Decision: January 21, 2016

REASONS FOR DECISION

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

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicant provided a statement of account which indicated a balance owing of \$3085.

The applicant noted that a credit of \$200 posted on December 7, was not rent but was a partial payment of a security deposit provided for premises at 83 St. Ann's Street. Therefore the rent owing for the current premises is \$3285. The premises are subsidized public housing and the monthly rent is currently \$610.

The applicant testified that the respondent lives alone and the current premises is a three bedroom unit. In accordance with the *National Housing Standards*, used by the landlord to allocate units to households and determine on-going eligibility, the respondent should be living in a one bedroom or bachelor unit. The applicant provided a notice to the respondent on September 24, 2015 advising her that she would be transferred to 83 St Ann's Street and that the unit would be ready for occupancy on or about October 9, 2015. The respondent was required to notify the landlord when she was ready to move and the necessary inspections would be done.

The respondent has provided a partial payment of the required security deposit for the St. Ann's Street unit but has made no effort to vacate her current unit.

The applicant testified that there were other households on the waiting list that required a three-bedroom unit. The applicant stated that they would consider entering a tenancy agreement with the respondent for the St. Ann's Street unit, provided that the parties could reach an acceptable agreement on how the rent arrears for the current premises would be paid.

Subsidized public housing is in short supply in almost all NWT communities. Given the shortage of available units, a housing authority can ill afford to maintain households in units that are larger than required, when larger families linger on the waiting list. It is necessary to ensure that the portfolio of housing units is utilized effectively. For that reason, the tenancy agreement includes a provision that the tenant will accept a transfer when the premises are no longer suitable.

Similarly, section 57(b) of the *Residential Tenancies Act* sets out a remedy of termination of the tenancy agreement when a tenant ceases to be eligible for occupancy.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$3285. I also find the respondent in breach of her obligation to accept a transfer to a smaller unit and find her no longer eligible to occupy the current premises at 139 Field Street. In my opinion there are sufficient grounds to terminate the tenancy and, should the respondent fail to vacate the premises, to evict the respondent.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$3285 and terminating the tenancy agreement on February 19, 2016. The eviction order shall become effective on February 22, 2016.

Hal Logsdon
Rental Officer