



February 2, 2023

On Tuesday, January 31, 2023, the City of St. John's, as landlord, evicted an 82-year-old disabled woman and forced her into the shelter system. This has gotten a lot of media attention and the Mayor's office released a statement to the press. We believe there are several pieces of this statement that are misleading and we will refute some parts that we think cause confusion. The full statement follows our letter.

**“Decisions about ending a tenancy are never taken lightly. As a landlord, the City of St. John's works with all its tenants to ensure matters are resolved to the best of our ability, but in rare instances matters cannot be resolved satisfactorily.”**

When Ms. Cox got her first eviction notice back in October, she sought out help from her MHA, Jim Dinn. The City did not accept offers of mediation with Ms. Cox and sought to continue the eviction process. Mr. Dinn's office helped Ms. Cox appeal the eviction and due to some improper processes in the filing, Ms. Cox was granted an appeal. However, since it is legal to evict someone without cause with enough notice, the eviction was upheld.

Ms Cox was repeatedly told by the city when discussing her eviction, that they did not have to give her a reason. How then could the city have possibly worked with Ms Cox to resolve the (unidentified) matter? How could she have had any opportunity to resolve it and avoid eviction?

Yes, the City acted legally, but it did not act ethically.

Yes, the adjudicator upheld the eviction, because this is one of two provinces where an eviction of this nature is legal. That does not make it right or morally justifiable.

As for the claim that evictions by the City are rare, our ATIPP request (as of Dec 5 2022) revealed that in the last 4 years, 23 people have been evicted by the City. Shirley Cox's eviction is rare because it is the ONLY case in the past 4 years wherein the city exercised its legal authority to evict without cause.

**“Housing provided by the City of St. John’s is non-profit housing, not supportive housing. The City manages 476 residential rental units available for rent to low-income earners based on their family net income. We are governed by the provincial Residential Tenancies Act, just like other rental property owners.”**

To address ‘supportive housing’ being mentioned: Ms Cox was not in receipt of, nor did she request supportive housing. Many people with disabilities are able to live on their own without support. Ms. Cox was doing that. She adapted her surroundings to suit her disability and was getting along fine on her own.

Ms Cox has not, nor has anyone advocating on her behalf, spoken of supportive housing. The city is the first to use this term in discussing her case. We are concerned that this is a tactic to suggest she is not competent to care for herself in her apartment, which is not true. There’s no reason to believe that Ms Cox cannot care for herself. This unfounded suggestion runs contrary to the Disability Justice principle that every disabled person has a right to agency and self-determination. In any case, there is no person or department at the City of St John’s qualified to make such an assessment about Ms Cox.

Secondly, we are aware that the City is just like any other landlord when it comes to legalities. We assert that the City is ethically not legally distinct from other landlords, as it uses public money gathered through taxation to operate housing units for low income earners as a social safety net on behalf of the community. The city has an ethical obligation to its tenants and the broader community. It should not wield its power in a way that causes harm.

If the City is going to operate 476 housing units for low-income earners using public money, then they have an ethical obligation to administer this resource with compassion and common sense, and to refrain from actions that leave people worse-off as a result of their interactions with them.

We contend that the city has an ethical (not legal) obligation to refrain from evicting a disabled woman on a fixed income from publicly funded housing without cause, especially given the ongoing housing crisis in the City of St. John’s, knowing she has nowhere else to go except into a volatile and unsafe shelter system.

**“We can disclose that on November 30, the City sought an adjudication on this matter from the provincial Residential Tenancies Board. They upheld our termination of lease.”**

The city did not seek an adjudication. Ms. Cox with the support of her MHA and his office sought this adjudication by appealing her eviction, after attempts to mediate with the City were unsuccessful due to the city’s refusal to engage in any form of mediation.

Secondly, we are all aware that the city is acting within its technical legal rights as a landlord. We are questioning the ethics and the humanity of what the city has chosen to do, and the way it is exercising the power it holds on behalf of the community.

**“Connection For Seniors has been working with the tenant to find alternate accommodations. Also, Connection For Seniors chose this date to do the move, not the City of St. John’s. Contrary to what is circulating on-line, we have not involved the Sheriff’s Office in this case and would only involve them or the police in extreme circumstances. Regardless of the reason why a person has been given notice to terminate a rental agreement, we work with all our tenants in ensuring a dignified and orderly transition out of our units.”**

The city maintains social housing for residents who earn a lower income. We do not think it is right for the city to shift accountability for its decision unto a non-profit, and to suggest that the choice to evict Shirley is justifiable because a non-profit will attempt to address the harm it's caused.

Shirley did not choose to be evicted, or to engage with Connections for Seniors. She was left with no options but to seek help to find new accommodations because she was facing eviction by the city with no opportunity to resolve.

In an earlier statement to VOXM, the City also said Ms. Cox and her community partners had chosen this date. Let’s be clear. Ms. Cox did not choose to be evicted, therefore she cannot really choose her eviction date. If she could choose, there would be no eviction date. She has no power in this situation, so she has no meaningful choice and it’s extremely misleading to imply that she does.

The Sheriff was not involved because Ms. Cox left her residence quietly on the day she was ordered to. If she had not left, calling the Sheriff’s office would have been the next step in the eviction process and the legal right of the city. Given the city has refused to work with Ms Cox and has worked against her at every opportunity, we think it's reasonable to expect they would have exercised this legal right if she had not left.

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Original Press Release from the City

The City of St. John's does not discuss private tenancy matters. To do so would violate the confidentiality between the landlord and tenant. For the City, this would also violate the provincial Access to Information and Protection of Privacy Act.

Decisions about ending a tenancy are never taken lightly. As a landlord, the City of St. John's works with all its tenants to ensure matters are resolved to the best of our ability, but in rare instances matters cannot be resolved satisfactorily.

Housing provided by the City of St. John's is non-profit housing, not supportive housing. The City manages 476 residential rental units available for rent to low-income earners based on their family net income. We are governed by the provincial Residential Tenancies Act, just like other rental property owners. To understand more on the rules under which we operate, we suggest you follow-up with the Residential Tenancies Board. However, I can direct you to section 18 (2) (b) of the Act, which says:

***Notice of termination of rental agreement***

*(2) A landlord shall give the tenant notice that the rental agreement is terminated and the tenant is required to vacate the residential premises*

*(a) not less than 4 weeks before the end of a rental period where the residential premises is rented from week to week;*

*(b) not less than 3 months before the end of a rental period where the residential premises is rented from month to month; and*

*(c) not less than 3 months before the end of the term where the residential premises is rented for a fixed term.*

We can disclose that on November 30, the City sought an adjudication on this matter from the provincial Residential Tenancies Board. They upheld our termination of lease. We understand that tenants receive all the information adjudicators receive and are made aware of their rulings, but we suggest to follow up with the Board as we cannot speak for this organization.

Connection For Seniors has been working with the tenant to find alternate accommodations. Also, Connection For Seniors chose this date to do the move not the City of St. John's. Contrary to what is circulating on-line, we have not involved the Sheriff's Office in this case and would only involve them or the police in extreme circumstances. Regardless of the reason why a person has been given notice to terminate a rental agreement, we work with all our tenants in ensuring a dignified and orderly transition out of our units.