

IN THE MATTER between **YELLOWKNIFE CATHOLIC SCHOOLS**, Applicant,
and **JEAN DICKAU**, 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:

YELLOWKNIFE CATHOLIC SCHOOLS

Applicant/Landlord

- and -

JEAN DICKAU

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 59(1)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit #3, 5124-49 Street, Yellowknife, NT shall be terminated on May 31, 2002 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of April,
2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE CATHOLIC SCHOOLS**, Applicant,
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AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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BETWEEN:

YELLOWKNIFE CATHOLIC SCHOOLS

Applicant/Landlord

-and-

JEAN DICKAU

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 9, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Mike Huvenaars, representing the applicant
Jean Dickau, respondent

Date of Decision: April 9, 2002

REASONS FOR DECISION

The applicant sought an order terminating the tenancy agreement between the parties pursuant to section 59(1)(c) of the *Residential Tenancies Act*. The applicant testified that the landlord intended to convert the rental premises to office space for the Yellowknife Catholic Schools and indicated that the renovations required were minor in nature and that the space was required immediately. The application was filed February 1, 2002 and served on the respondent February 8, 2002. The tenancy agreement between the parties is month-to-month agreement.

The respondent testified that she had been seeking other premises since late February but had, to date, been unable to secure alternate affordable and suitable accommodation. She requested that the order not be made until adequate premises had been secured.

Section 59 of the *Residential Tenancies Act* permits a rental officer to make an order terminating a month-to-month tenancy agreement on the last day of a month not earlier than 90 days after an application is made by a landlord, where a landlord, in good faith, requires possession of premises for a use other than rental premises.

In my opinion, the application was made in good faith. The Act will permit the making of an order terminating the tenancy agreement, but no earlier than May 31, 2002. The time provided under the Act should be sufficient to enable the respondent to secure alternate accommodation. In my opinion, there are not sufficient grounds to deny the landlord the order requested.

An order shall be issued terminating the tenancy agreement between the parties on May 31, 2002.

Hal Logsdon
Rental Officer