

IN THE MATTER between **THE DINER**, Applicant, and **BARB GUIBOCHE AND TIM SAFTNER**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

THE DINER

Applicant/Landlord

- and -

BARB GUIBOCHE AND TIM SAFTNER

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 five hundred dollars (\$500.00).
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 Room #2, 5008-50th Street, Yellowknife, NT shall be terminated on June 30, 2002 and the respondents shall vacate the rental premises on that day, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of June, 2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **THE DINER**, Applicant, and **BARB GUIBOCHE AND TIM SAFTNER**, 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.

BETWEEN:

THE DINER

Applicant/Landlord

-and-

BARB GUIBOCHE AND TIM SAFTNER

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 11, 2002
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	Hoa Ngo, representing the applicant Barb Guiboche, respondent
<u>Date of Decision:</u>	June 11, 2002

REASONS FOR DECISION

The respondents named on the application were Barb Guiboche and Tim Guiboche. At the hearing, Barb Guiboche indicated that her husband's name was actually Tim Saftner and that they were joint tenants. The order shall be issued with the correct names of the respondents.

The applicant alleged that the respondents had failed to pay the full amount of rent and sought an order for the payment of alleged rent arrears and termination of the tenancy agreement. The applicant testified that the rent arrears were \$550. The applicant also indicated that he wished termination of the tenancy agreement as he wanted to provide the rental premises to his employee. The applicant operates a restaurant.

The respondent disputed the amount alleged owing for rent testifying that the amount owed was \$500. The applicant produced no records or other evidence supporting the figure of \$550. The landlord has an obligation to provide sufficient evidence of rent and payments made to support allegations of rent arrears in the case of a dispute. In my opinion, the applicant has failed to provide such evidence and I therefore find the rent arrears to be \$500.

There is no evidence to indicate how rent has been paid in the past. The respondent indicated that she would pay the outstanding rent promptly. In my opinion there are grounds to terminate the tenancy agreement if the arrears are not promptly paid. There are no provisions in the *Residential Tenancies Act* for the termination of a tenancy agreement where the landlord wishes to provide

the rental premises to an employee. Section 48(1) states:

48(1) No person shall terminate a tenancy agreement except in accordance with this Act.

In my opinion, the respondent enjoys the security of tenure provisions of the Act and the tenancy agreement may not be terminated simply on the basis that the applicant wishes to rent to others, including his employees. The application states that the applicant wishes to renovate the premises but at the hearing the applicant denied having such plans and did not produce any evidence of building permits, plans or other documents supporting such a claim.

An order shall be issued for the respondents to pay the applicant rent arrears in the amount of \$500 and terminating the tenancy agreement between the parties on June 30, 2002 unless those arrears are paid in full.

Hal Logsdon
Rental Officer