

IN THE MATTER between **FORREST DRIVE MANOR LTD.**, Applicant, and **TONI CASSAWAY AND JONAS CASSAWAY**, 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:

FORREST DRIVE MANOR LTD.

Applicant/Landlord

- and -

TONI CASSAWAY AND JONAS CASSAWAY

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 59(1) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as Apartment A203, 5109 Forrest Drive, Yellowknife, NT shall be terminated on September 30, 2002 and the respondents shall vacate the premises on or before that date.

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of September, 2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORREST DRIVE MANOR LTD.**, Applicant, and **TONI CASSAWAY AND JONAS CASSAWAY**, 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:

FORREST DRIVE MANOR LTD.

Applicant/Landlord

-and-

TONI CASSAWAY AND JONAS CASSAWAY

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: September 3, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Jay Pickering, representing the applicant
Toni Cassaway, respondent
Jonas Cassaway, respondent

Date of Decision: September 3, 2002

REASONS FOR DECISION

The applicant filed the application on May 30, 2002 seeking termination of the tenancy agreement due to a proposed change of use of the rental premises. The applicant testified that the premises will be converted to a condominium and provided evidence that the property had been registered in the name of Yellowknife Condominium Corporation No. 22. The applicant also testified that of the 25 units in the residential complex, 17 had been sold. The applicant had previously advised the rental officer that they wished the tenancy agreements terminated on September 30, 2002 in order to give the tenants additional time to seek other accommodation.

The respondents indicated that they intended to purchase a house and vacate the rental premises prior to September 30, 2002.

Section 59 of the *Residential Tenancies Act* permits a rental officer to issue an order terminating a tenancy agreement where the landlord has made an application and in good faith intends to change the rental premises to a use other than rental premises. From the evidence, I am confident that the applicant has taken the necessary steps to form a condominium corporation and has sold a sufficient number of units to make the conversion of the complex viable. The Act restrains the rental officer from considering termination any sooner than 90 days after the application is made or at the end of the term whichever is sooner. In this case, the applicant has suggested a termination date 120 days from the application date to allow the tenants additional time to find other accommodation. In my opinion, the applicant has complied with the requirements set out

under section 59 and the suggested termination date is reasonable.

An order shall be issued terminating the tenancy agreement between the parties on September 30, 2002. The respondents shall vacate the premises no later than that date. I remind the respondents that they are required to give the landlord only 5 days written notice, should they wish to vacate prior to September 30, 2002 and are required to pay rent only to the date contained in that notice.

Hal Logsdon
Rental Officer