

IN THE MATTER between **AURORA COLLEGE**, Applicant, and **KATHLEEN RENE**, 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:

AURORA COLLEGE

Applicant/Landlord

- and -

KATHLEEN RENE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 57(a) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as Apartment 414, 5004 54th Street shall be terminated on August 31, 2002 and the respondent shall vacate the rental premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of August, 2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **AURORA COLLEGE**, Applicant, and **KATHLEEN RENE**, 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.

BETWEEN:

AURORA COLLEGE

Applicant/Landlord

-and-

KATHLEEN RENE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 13, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Patrick Young, representing the applicant
Joanne Erasmus, representing the applicant
Kathleen Rene, respondent
Sophie Dennis, representing the respondent

Date of Decision: August 15, 2002

REASONS FOR DECISION

The rental premises is an apartment in the Aurora College student housing complex. As the apartment has its own self-contained kitchen and bathroom and was made available to the respondent on a year-round basis, the tenancy agreement is subject to the *Residential Tenancies Act*.

The applicant alleged that the respondent no longer meets the eligibility requirements to occupy the student housing and sought an order terminating the tenancy agreement between the parties. The applicant outlined that the respondent had been enrolled in the nursing program and had finished the program on June 21, 2002 with the exception of a preceptorship. She was assigned to a preceptorship in Hay River for the fall of 2002. The respondent was granted an extension to reside in the premises until June 30, 2002 and a further extension to July 26, 2002. The respondent has failed to vacate the premises. The College has also offered to allow the respondent to complete the preceptorship requirement in Yellowknife in the Winter of 2003 but as she would not be a full time student in the interim period, she would not be permitted to occupy student housing.

The applicant also alleged that the respondent breached the tenancy agreement by failing to pay rent and provided a statement which indicated rent arrears in the amount of \$1442. The applicant stated that they did not seek an order requiring the respondent to pay the rent arrears.

The College's policy concerning eligibility for student housing states, in part:

The College will provide student accommodation, subject to availability, to out-of-town, full-time students and other family members as listed on the approved form completed upon arrival. The College will only provide accommodation to local students in exceptional circumstances as approved by the Director.

The applicant explained that the Senior Instructor decided the preceptorship placements and that students from outside Yellowknife were expected to return to their regions for placement. The course outline states,

The location of a student's clinical placement is a faculty decision based on:

- academic achievement
- clinical performance
- clinical settings

Students who are accepted into the program from outside of Yellowknife, are expected to return to their regions for placement, based on the above requirements.

The respondent stated that she did not want to complete her preceptorship in Hay River. She explained that her interests in surgery and obstetrics would not be satisfied at that location and that the dislocation of her family would create hardship. She stated that she had tried to find other accommodation in Yellowknife but had, to date, been unsuccessful. She provided a list of premises that she had sought from June 18 to August 4, 2002. The respondent did not dispute the allegations concerning rent arrears.

In my opinion, the respondent no longer meets the eligibility criteria established by the College for continued occupancy. The College has bent the rules somewhat to allow the respondent to complete her preceptorship in Yellowknife but appears unwilling to bend them further to allow

her to continue occupancy in student housing while she is not enrolled, awaiting the commencement of the preceptorship. In my opinion, that is consistent with the written policy on eligibility and the landlord has a right to seek termination of the tenancy agreement.

Notwithstanding the rent arrears, in my opinion, there are sufficient grounds to terminate the tenancy agreement between the parties

An order shall be issued terminating the tenancy agreement between the parties on August 31, 2002. The respondent shall vacate the rental premises on that date.

Hal Logsdon
Rental Officer