

IN THE MATTER between **GASTOWN LTD.**, Applicant, and **KARAN LYNN SPOELDER**, 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:

GASTOWN LTD.

Applicant/Landlord

- and -

KARAN LYNN SPOELDER

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 Apartment 1, 356 Airport Road, Yellowknife, NT shall be terminated on April 30, 2003 and the respondent shall vacate the premises on or before that date.

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of March, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **GASTOWN LTD.**, Applicant, and **KARAN LYNN SPOELDER**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

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BETWEEN:

GASTOWN LTD.

Applicant/Landlord

-and-

KARAN LYNN SPOELDER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 11, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Ian Ferrier, representing the applicant

Date of Decision: March 11, 2003

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on February 27, 2003 but failed to appear at the hearing. The hearing was held in her absence.

The applicant seeks the termination of the tenancy agreement in order to use the rental premises as a commercial property. The applicant stated that the premises is located in a building with commercial tenants and he plans to lease the premises as commercial space. He indicated that he has had offers to lease the premises but wants to obtain vacant possession before considering them. He also indicated that the respondent has given written notice to terminate.

It appears the application has been made in good faith and I see no reason to deny the applicant the order he has requested at the earliest date permitted. An order shall be issued terminating the tenancy agreement between the parties on April 30, 2003. I note for the information of both parties that section 59(2) permits the tenant to terminate this tenancy agreement at an earlier date by giving at least five days written notice to the landlord and by paying proportionate rent to the effective date of that notice.

Hal Logsdon
Rental Officer