

IN THE MATTER between **YELLOWKNIFE CATHOLIC SCHOOLS**, Applicant,
and **AARON HAMMERBERG**, 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 -

AARON HAMMERBERG

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of two thousand eight hundred dollars (\$2800.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as Unit #2, 5124-49 Street, Yellowknife, NT shall be terminated on August 29, 2003 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

3. Pursuant to section 59(1)(c) of the *Residential Tenancies Act* the tenancy agreement between the parties for the rental premises known as Unit #2, 5124-49 Street, Yellowknife, NT shall be terminated on October 31, 2003 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of August, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE CATHOLIC SCHOOLS**, Applicant,
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BETWEEN:

YELLOWKNIFE CATHOLIC SCHOOLS

Applicant/Landlord

-and-

AARON HAMMERBERG

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 12, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Mike Huvenaars, representing the applicant
Aaron Hammerberg, respondent

Date of Decision: August 12, 2003

REASONS FOR DECISION

The applicant sought the termination of the tenancy agreement because they wished to change the use of the rental premises from rental premises to office space. The applicant also alleged that since the application was filed, the respondent had breached the tenancy agreement by failing to pay the rent due for the month of July, 2003 and August, 2003. The applicant stated that the monthly rent was \$1400 and that the cumulative arrears were \$2800. The applicant sought an earlier termination based on the alleged breach of the tenant's obligation to pay rent.

The respondent did not dispute the allegations and stated that he could pay the arrears in full by the end of August.

The tenancy agreement between the parties is a month-to-month agreement. Section 59 of the *Residential Tenancies Act* permits a rental officer to order the termination of a tenancy where a landlord wishes to change the use of rental premises to something other than rental premises. The termination date must be at the end of a month no sooner than 90 days from the date of the application. This application was filed on July 2, 2003. Therefore October 31 would be the earliest date that could be considered for termination pursuant to section 59. Where there is a breach of tenant's obligation to pay rent, a rental officer may terminate the tenancy agreement on any date pursuant to section 41 of the Act.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the

landlord. I find the rent arrears to be \$2800. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid. I also find no reason why the tenancy agreement should not be terminated on October 31, 2003 to permit the landlord to take possession and use the space as office facilities.

An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$2800 and terminating the tenancy agreement on August 29, 2003 unless those arrears are paid in full. Should the tenancy agreement continue, it shall be finally terminated on October 31, 2003 and the respondent shall vacate the premises on that date.

Hal Logsdon
Rental Officer