

IN THE MATTER between **AURORA COLLEGE**, Applicant, and **VICKI DOLPHUS**, 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 -

VICKI DOLPHUS

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of October, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **AURORA COLLEGE**, Applicant, and **VICKI DOLPHUS**, 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-

VICKI DOLPHUS

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REASONS FOR DECISION

Date of the Hearing: **October 14, 2003**

Place of the Hearing: **Yellowknife, NT**

Appearances at Hearing: **Joanne Erasmus, representing the landlord
Vicki Dolphus, respondent**

Date of Decision: **October 14, 2003**

REASONS FOR DECISION

The applicant alleged that the respondent breached the tenancy agreement by violating a house rule regarding the possession of alcohol and drugs in student accommodation. The applicant sought an order terminating the tenancy agreement.

The premises are student accommodation on the Aurora College campus. Section 6(2)(h) exempts student accommodation from the provisions of the *Residential Tenancies Act* with some exceptions.

This Act does not apply to living accommodation provided by an educational institution to its students or staff unless the living accommodation has its own self-contained bathroom and kitchen facilities and is intended for year-round occupation by full time students or staff or members of their households.

The premises have self contained kitchen and bathroom facilities but are not intended for year-round occupation by students. The written residence license between the parties is made for a term from August 27, 2003 to June 30, 2004. The applicant testified that this corresponds to the academic term at the college with some allowance for the school year of the respondent's school age children. The students are expected to vacate at the end of the term. If special circumstances exist, the college may permit them to stay in student accommodation over the summer but a separate agreement is executed and the student may not be guaranteed the same unit.

The respondent argued that the Act did apply as she was permitted to stay in student accommodation on a year-round basis when she attended the college in Fort Smith.

Notwithstanding any previous tenancy agreement or license between the parties, this agreement is, in my opinion, exempt from the provisions of the *Residential Tenancies Act*. The premises are clearly not intended for year-round occupation by the respondent or the term would be made for 12 months or more. Nothing in the policy provided by the applicant in evidence suggests otherwise.

I have no jurisdiction to determine the matters contained in the application. The application is therefore dismissed.

Hal Logsdon
Rental Officer