

IN THE MATTER between **HERTHA WIEDEMANN**, Applicant, and **BILL ROGERS**, 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 **INUVIK, NT**.

BETWEEN:

HERTHA WIEDEMANN

Applicant/Landlord

- and -

BILL ROGERS

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 53 Kugmallit Road, Inuvik, NT shall be terminated on June 30, 2003 and the respondent shall remove the mobile home from the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 18th day of February, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **HERTHA WIEDEMANN**, Applicant, and **BILL ROGERS**, 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:

HERTHA WIEDEMANN

Applicant/Landlord

-and-

BILL ROGERS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 14, 2003

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Hertha Wiedemann, applicant
Bill Rogers, respondent

Date of Decision: February 14, 2003

REASONS FOR DECISION

The rental premises is a lot in a mobile home park. The applicant purchased the property in September, 2002. At that time there were four mobile homes on the property including her own residence. Since that time one mobile home has been removed. The applicant testified that she did not wish to use the property as a mobile home park and intended to use the property for her exclusive use as a yard for her own residence. She indicated that her father is presently living in her mobile home but is not a tenant. The applicant sought an order terminating the tenancy agreement pursuant to section 59 of the *Residential Tenancies Act*. She also noted that there were no other issues between her and the tenant and that she was willing to allow a reasonable amount of time to enable the tenant to relocate his mobile home.

The respondent indicated that it is his intention to relocate the mobile home but that it is unreasonable to do so in mid-winter. He noted that the tenancy agreement was made for a one year term to end in July, 2003 and that he expected to be able to stay until the end of that term. He indicated that he would be able and willing to relocate the mobile home by June 30, 2003. The applicant agreed to that date and the parties sought a consent order terminating the tenancy on June 30, 2003.

With the consent of the parties, an order shall be issued terminating the tenancy agreement on

June 30, 2003. The parties also agreed to terminating the tenancy agreement by mutual consent upon 30 days notice by the respondent, should the respondent wish to an earlier termination of the agreement.

Hal Logsdon
Rental Officer