

IN THE MATTER between **HERTHA WIEDEMANN**, Applicant, and **MARTIN GOODLIFFE**, 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 -

MARTIN GOODLIFFE

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 49 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 **MARTIN GOODLIFFE**, 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-

MARTIN GOODLIFFE

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
Martin Goodliffe, respondent

Date of Decision: February 15, 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 indicated that she would like the termination to occur as soon as possible due to problems with the tenant. The parties agreed that the tenancy agreement was on a month to month basis.

The respondent stated that he was renting the mobile home to another party and did not have the resources to move the mobile home at this time.

I note that application was made pursuant to section 59 and that it contained no allegations of any breach of the tenancy agreement or the Act. The testimony of the applicant, however, appeared to indicate that the relationship between the landlord and tenant was strained. No particular allegations were presented except that the tenant was operating a business on the property. The applicant did not object to providing another tenant on the property until June 30, 2003 to vacate.

In my opinion, the respondent should be given similar time to move the mobile home from the

lot. First, the mobile home will be difficult to relocate in mid-winter. Although the Act states that terminations of this type may be made in March, in reality March weather in Inuvik can be as harsh as weather in February. Second, the respondent will require time to deal with the tenancy between himself and his tenant. Depending on what he does with the mobile home, termination may require an application to a rental officer and take 90-120 days. Finally, unless there are genuine breaches of the Act or the tenancy agreement, neither party is harmed by a later termination date than the minimum prescribed by the Act. The evidence does not support any breaches of the Act. In my opinion June 30, 2003 is a reasonable date.

An order shall be issued terminating the tenancy agreement between the parties on June 30, 2003.

The respondent shall remove the mobile home from the premises on that date.

Hal Logsdon
Rental Officer