

IN THE MATTER between **NIHJAA PROPERTIES LTD.**, Applicant, and **ROSALIE ROBERT AND ARON KAY**, Respondents;

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:

NIHJAA PROPERTIES LTD.

Applicant/Landlord

- and -

ROSALIE ROBERT AND ARON KAY

Respondents/Tenants

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 45 Inuit Road, Inuvik, NT shall be terminated on June 30, 2003 and the respondents shall vacate the rental premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 23rd day of May, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **NIHJAA PROPERTIES LTD.**, Applicant, and **ROSALIE ROBERT AND ARON KAY**, Respondents.

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:

NIHJAA PROPERTIES LTD.

Applicant/Landlord

-and-

ROSALIE ROBERT AND ARON KAY

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: May 21, 2003

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Patricia Campbell, representing the applicant
Rosalie Robert, respondent
Aron Kay, respondent
Wayne Smith, representing the respondents

Date of Decision: May 21, 2003

REASONS FOR DECISION

Pursuant to a lease between the applicant and Aurora College respecting 18 housing units in Inuvik, Aurora College has given notice to the applicant to repossess 10 units on July 1, 2003. The applicant stated that the units were to be used by the college as student housing. The applicant filed an application to a rental officer on March 25, 2003 seeking an order for termination of the tenancy agreement.

The rental officer obtained a copy of the lease between the applicant and Aurora College and provided a copy to the respondents. The lease contains a provision whereby the college may take possession of 10 units on July 1, 2003 upon giving the applicant reasonable notice. A copy of the notice, dated March 14, 2003 was provided by the applicant in evidence.

Section 59 of the *Residential Tenancies Act* permits a rental officer to terminate a tenancy agreement when the rental premises will no longer be used as rental premises. Although some forms of student housing are subject to the *Residential Tenancies Act* and therefore considered rental premises, the Act also has provisions whereby tenancy agreements between students and educational institutions may be terminated by order if the student no longer meets the eligibility requirements for the housing. The respondents are not students at the college and would not be eligible for student housing. In my opinion, the application of section 59 is reasonable and there are sufficient grounds to terminate the tenancy agreement at the end of a rent period at least 90 days after the date of the application.

The respondents stated that they were under the impression that the landlord was obligated to provide them with other accommodation. In my opinion, the landlord is not obligated to provide other accommodation or compensation upon termination. The applicant stated that they were willing to consider entering into a tenancy agreement with the respondents for another unit if the respondents paid their outstanding rent. I leave this to the parties to decide as I have no jurisdiction to compel the landlord or the tenants to enter into a future tenancy agreement.

An order shall be issued terminating the tenancy agreement between the parties on June 30, 2003. The respondents shall vacate the rental premises on that date. The respondents may, in accordance with section 58(2) terminate the current tenancy agreement earlier by giving written notice to the landlord of at least 5 days and paying rent to the earlier date of termination.

Hal Logsdon
Rental Officer