

IN THE MATTER between **PAT KLENGENBERG**, Applicant, and **AURORA COLLEGE**, 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:

PAT KLENGENBERG

Applicant/Tenant

- and -

AURORA COLLEGE

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife in the Northwest Territories this 28th day of February 2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **PAT KLENGENBERG**, Applicant, and **AURORA COLLEGE**, 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:

PAT KLENGENBERG

Applicant/Tenant

-and-

AURORA COLLEGE

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: February 24, 2004

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Pat Klengenber, applicant
John Nash, representing the respondent

Date of Decision: February 24, 2004

REASONS FOR DECISION

The accommodation is provided by Aurora College to students. Prior to considering the matters contained in the application the jurisdiction of the rental officer must be determined. Section 6(2) of the *Residential Tenancies Act* exempts certain living accommodation from the provision of the Act. Subsection (h) exempts certain types of student accommodation:

"This section 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 parties agreed that the accommodation had its own self contained kitchen and bathroom. There was no written agreement between the parties setting out a term for occupation, but the respondent testified that the accommodation was intended for occupation only during the school year and not for year-round occupation. The applicant stated that it was not his intention to stay in the accommodation over the summer months, but that he was enrolled in a two year program of studies. The respondent stated that regardless of the program of study, students were not permitted to occupy student accommodation during the summer months without special permission which often required the student to move to other accommodations. No permission had been granted in this matter.

I find that the accommodation was not intended for year-round occupation and is therefore exempt from the provisions of the *Residential Tenancies Act*. The application must be dismissed as the rental officer has no jurisdiction to determine matters regarding this type of accommodation.

Hal Logsdon
Rental Officer