

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **BRIAN JEROME**, 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:

**809656 ALBERTA LTD.**

Applicant/Landlord

- and -

**BRIAN JEROME**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of nine hundred ninety five dollars (\$995.00).
2. Pursuant to section 59(1)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 210, 5600 52nd Avenue, Yellowknife, NT shall be terminated on September 30, 2005 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of September, 2005.

Hal Logsdon  
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **BRIAN JEROME**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

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BETWEEN:

**809656 ALBERTA LTD.**

Applicant/Landlord

-and-

**BRIAN JEROME**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** September 15, 2005

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

**Appearances at Hearing:** Tara Sheppard, representing the applicant

**Date of Decision:** September 15, 2005

**REASONS FOR DECISION**

The respondent was served with Notices of Attendance sent by registered mail to the rental premises. The applicant testified that the respondent was still in possession of the premises. The respondent failed to appear at the hearing and the hearing was held in his absence.

Two applications were filed by landlord. As both relate to the same tenancy agreement, both matters were heard at a common hearing.

In file #10-8551, the applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. In file #10-8642, the applicant sought the termination of the tenancy agreement due to change of use of the rental premises to condominiums.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$995. I find the ledger in order and find the respondent in breach of his obligation to pay the rent for September, 2005 which was due on the first day of September. I find the rent arrears to be \$995.

In the matter of termination of the tenancy agreement due to the change of use of the premises, I note that the application was filed on June 30, 2005. Although the condominium has not yet been registered I am assured by the landlord's legal counsel that registration is forthcoming. The realtor handling the sales has confirmed that over 50% of the units have been pre-sold on

unconditional offers to purchase. The landlord has obtained the necessary building permits and started renovations on empty units to prepare them for sale. The evidence leaves little doubt that the conversion will proceed and I am satisfied that the application was made in good faith and that the premises will be converted from rental premises to condominiums.

Section 59(1)(c) permits a rental officer to terminate a tenancy agreement for change of use on the last day of a rent period not earlier than 90 days from the date of the application. I have heard no objection from the respondent as to why September 30, 2005 should not be the date of termination.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$995 and terminating the tenancy agreement on September 30, 2005. The tenant should note the provisions of section 59(3) of the *Residential Tenancies Act* which permit him to make application for a refund of part of the September rent (assuming it will be paid) if he gives at least five days notice to terminate before September 30.

Hal Logsdon  
Rental Officer