

IN THE MATTER between **N.W.T. COMMUNITY SERVICES CORPORATION**,
Applicant, and **BRAD BOUDREAU AND ANNE BOUDREAU**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

N.W.T. COMMUNITY SERVICES CORPORATION

Applicant/Landlord

- and -

BRAD BOUDREAU AND ANNE BOUDREAU

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 59(1)(d) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 5405 50th Avenue, Yellowknife, NT shall be terminated on August 31, 2006 and the respondents shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of July,
2006.

Hal Logsdon
Rental Officer

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-and-

BRAD BOUDREAU AND ANNE BOUDREAU

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	July 6, 2006
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	Gail Leonardis, representing the applicant Anne Boudreau, respondent
<u>Date of Decision:</u>	July 6, 2006

REASONS FOR DECISION

The respondents entered into a tenancy agreement for a one-year term which commenced on September 1, 2005. The applicant purchased the property in March, 2006 becoming the landlord. The applicant stated that the property was purchased to provide additional parking space for Northern United Place, a complex owned by the applicant. The applicant wished to use part of the yard as parking and continue the tenancy agreement but the parties were unable to agree on a mutually suitable arrangement. The applicant stated that they now intended to cease using the rental premises as rental premises and sought an order terminating the tenancy agreement pursuant to section 59 of the *Residential Tenancies Act*. The applicant testified that they intended to leave the premises vacant and perhaps later convert it to commercial space or demolish the building.

The respondent stated that she would rather move than give up her yard. The respondent indicated that a termination date of August 31, 2006 was preferable but stated that she did not want to give notice to terminate the tenancy agreement on that date.

Section 59 permits a rental officer to terminate a tenancy agreement where there is an intended change of use of the rental premises.

- 59. (1) Where, on the application of a landlord, a rental officer determines that the landlord, in good faith,**
- (a) requires possession of a rental premises for the purposes of**
 - (i) demolition,**
 - (ii) changing the use of the rental premises to a use other than that of rental premises, or**
 - (iii) making repairs or renovations so extensive as to require a building permit and vacant possession of the rental premises, and**
 - (b) the landlord has obtained all necessary permits or other authority that may be required, the rental officer may make an order terminating the tenancy**
 - (c) on the last day of a period of the tenancy not earlier than 90 days after the application is made, or**
 - (d) at the end of the tenancy agreement, whichever is earlier, and ordering the tenant to vacate the rental premises on that date.**

I have heard no evidence that calls into question the landlord's testimony that the purchase of the property was intended to provide additional parking space or that they do not intend to use the property as rental premises in order to convert part of the property to a parking lot. In my opinion, the application has been made in good faith and the applicant is entitled to the relief sought. An August 31, 2006 termination date, which is the expiry date of the term tenancy agreement, is acceptable to both parties.

An order shall issue terminating the tenancy agreement on August 31, 2006 and ordering the respondents to vacate the premises.

Hal Logsdon
Rental Officer