

IN THE MATTER between **SNOWSHOE INN (NWT) LTD.**, Applicant, and **YU ZHANG (JACK) AND XUEFANG GAO (KATIE)**, Respondents;

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

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **FORT PROVIDENCE, NT.**

BETWEEN:

SNOWSHOE INN (NWT) LTD.

Applicant/Landlord

- and -

YU ZHANG (JACK) AND XUEFANG GAO (KATIE)

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of June, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **SNOWSHOE INN (NWT) LTD.**, Applicant, and **YU ZHANG (JACK) AND XUEFANG GAO (KATIE)**, 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:

SNOWSHOE INN (NWT) LTD.

Applicant/Landlord

-and-

YU ZHANG (JACK) AND XUEFANG GAO (KATIE)

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: May 13, 2014

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Linda Croft, representing the applicant

Date of Decision: May 13, 2014

REASONS FOR DECISION

The respondents were served with Notices of Attendance but failed to appear at the hearing which was held by teleconference. Yu Zhang contacted the rental officer after the conclusion of the hearing and reported that he could hear the proceedings but was unable to be heard.

Normally, this type of incident would suggest that the matter be heard again, but given the outcome of the hearing the respondent accepted the decision without dispute.

The tenancy agreement between the parties was weekly and was provided as a benefit of employment. Both parties were employed by the applicant. The applicant testified that Yu Zhang's employment with the applicant was terminated on March 14 and the respondents notified to vacate the premises by March 21, 2014. Xuefang Gao's employment with the applicant as a part time, casual housekeeper continued. The parties refused to vacate the rental premises. The applicant sought an eviction order.

Section 56 of the *Residential Tenancies Act* sets out provisions for premises provided by an employer to a tenant as a benefit of employment.

56. (1) Notwithstanding any other provision of this Act, where

(a) a tenant who was provided by his or her employer with rental premises during the employment of the tenant as a benefit of employment has had his or her employment terminated, or

(b) a landlord has entered into a tenancy agreement in respect of a caretaker's unit, unless otherwise agreed, the tenancy of the tenant is terminated on the day on which the employment of the tenant is lawfully terminated.

(2) The tenant referred to in subsection (1) shall vacate the rental premises or caretaker's unit not later than one week after his or her employment is lawfully terminated.

The tenancy agreement names both respondents as joint tenants and sets out the following provision:

"Termination of employment may terminate this rental agreement".

The applicant submitted that they only provide housing to full time staff and since Xuefang Gao was not employed full-time, the couple was no longer eligible for staff housing after Yu Zhang's employment was terminated.

The tenancy agreement does not accurately reflect the applicant's policy concerning the entitlement to staff housing. It states that termination of employment may terminate the tenancy agreement but does not specify who's employment or differentiate between full-time and part-time employment. Because it is a periodic weekly agreement, it does not expire at the end of a term. Because one of the parties to the tenancy agreement is, in fact, employed by the applicant, termination pursuant to section 56 has not occurred.

Prior to considering an eviction order, a rental officer must be satisfied that the tenancy agreement has been terminated in accordance with the Act. In my opinion, this tenancy agreement has not been terminated pursuant to section 56 or any other section of the Act and the eviction order must be denied.

The application is therefore dismissed.

Hal Logsdon
Rental Officer