

IN THE MATTER between **HFR**, Applicant, and **TKL**, 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 **Adelle Guigon**, Rental Officer,

BETWEEN:

**HFR**

Applicant/Landlord

-and-

**TKL**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 15, 2019

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** CB, legal counsel for the Applicant  
TKL, Respondent

**Date of Decision:** April 15, 2019

**REASONS FOR DECISION**

An application to a rental officer made by HFR as the Applicant/Landlord against TKL as the Respondent/Tenant was filed by the Rental Office March 4, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Resolution, Northwest Territories. The filed application was served on the Respondent by registered mail signed for March 13, 2019.

The Applicant alleged the Respondent had failed to vacate the rental premises after the tenancy agreement was terminated in accordance with the *Residential Tenancies Act* (the Act). An order was sought to evict the Respondent from the rental premises and return possession to the Applicant.

The Rental Officer decided to consider this matter based on written submissions in order to ensure the issue was dealt with as informally and expeditiously as the circumstances and the considerations of fairness would permit. The parties expressed no issues with this manner of hearing.

The Respondent was granted 10 business days from the date she was served with the filed application to make any written submissions, which were received March 26, 2019. The Applicant was then granted until April 10, 2019, to provide any written replies to the Respondent's submissions. The Applicant's reply was received April 10, 2019.

*Termination of the tenancy agreement and eviction*

Evidence was provided establishing the Respondent's employment with the Applicant, including provision of housing as a benefit of employment, commencing May 1, 2006. Evidence was provided establishing the termination of the Respondent's employment with the Applicant effective October 26, 2018. The Respondent was granted until December 1, 2018, to vacate the rental premises. I am satisfied a valid tenancy agreement providing a rental premises as a benefit of employment was in place between the parties in accordance with the Act.

Paragraph 56(1)(a) of the Act specifies that where 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, the tenancy of the tenant is terminated on the day on which the employment of the tenant is lawfully terminated.

The Respondent did not dispute that her employment with the Applicant was lawfully terminated effective October 26, 2018. The Respondent acknowledged the Applicant's extension of time to vacate the rental premises to December 1, 2018, and that the Applicant could have applied for eviction far sooner than they did. The Respondent explained that she was unable to move within the five-week period she was provided due to the delayed delivery of a trailer she had purchased and various challenges sorting, packing, moving, and storing her belongings. Mention was also made regarding the Respondent's roommate's efforts to negotiate a purchase of the rental premises or another premises from the Applicant, which contributed to the Respondent's purposeful delay in vacating the rental premises.

The Applicant disputes that any of the excuses offered by the Respondent for the delay in vacating the rental premises are reasonable. The Applicant claims that the five weeks provided to the Respondent was adequate time for the Respondent to vacate. The Applicant never intended to sell the premises to anyone because they need it for staff housing. The Applicant has recently secured a replacement for the Respondent's former position and requires vacant possession of the rental premises in order to effect any necessary repairs so that the new employee can reside there as provided for in their employment contract.

I agree with the Applicant that the Respondent has had more than adequate time to vacate the rental premises. Whatever negotiations the Respondent's roommate might have been participating in have no bearing on the Respondent's tenancy or termination thereof. I am satisfied the tenancy agreement between the parties was terminated in accordance with the Act when the Respondent's employment ended October 26, 2018. The Applicant was not required to give the Respondent more than one week to vacate the rental premises; they graciously gave her five weeks. The Respondent remains in overholding occupancy of the rental premises to date.

The Respondent's request for an additional month to vacate the rental premises is unreasonable in the circumstances, given she has had ample opportunity to acquire alternate accommodations. I am satisfied an eviction order is justified, and one will be issued to evict the Respondent from the rental premises on or after April 19, 2019. When enforcement of the eviction order actually takes place will depend on when the Applicant files the order with the Supreme Court and when the Sheriff's Office is available to execute the writ of possession.

*Abandoned personal property*

I felt it prudent in the circumstances to address the likelihood that there will be property left behind – however temporarily – by the Respondent when she vacates or is evicted. Sections 64 and 65 of the Act regarding abandoned personal property would apply. In effect, unless the Landlord and Tenant enter into an agreement specifically providing for the storage of personal property, the Landlord would be required to inventory any personal property that remains either in the rental premises or in the yard, and would have to remove and store the inventoried property in a safe place and manner for no less than 60 days. Any property that the Landlord deems as worthless, unsanitary, or unsafe to store may be disposed of by the Landlord; any remaining property is what would need to be inventoried and stored. The inventory must be shared with both the Tenant and the Rental Officer. The Tenant may claim the stored property at any time during the 60 days after paying the Landlord the costs of removing and storing the items. If any property remains in storage after the 60 days have passed, the Landlord may request permission from the Rental Officer to dispose of or sell that property.

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Adelle Guigon  
Rental Officer