

IN THE MATTER between **SDII**, Applicant, and **DM**, 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:

SDII

Applicant/Landlord

-and-

DM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 12, 2021

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: BD, representing the Applicant
DM, Respondent

Date of Decision: May 12, 2021

REASONS FOR DECISION

An application to a rental officer made by SDII as the Applicant/Landlord against DM as the Respondent/Tenant was filed by the Rental Office March 30, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in Norman Wells, Northwest Territories. The filed application was served on the Respondent by the Applicant.

The Applicant requested termination of the tenancy agreement under subparagraph 59(1)(a)(ii) of the *Residential Tenancies Act* because he intends to change the use of the rental premises to a use other than that of a rental premises. In this case, the Applicant intends to return the rental premises to its original use as short-term transient living accommodation.

This matter was heard by written submissions rather than by oral hearing in an effort to deal with the issue as informally and expeditiously as possible. Both parties to the application were notified that they could request an oral hearing instead if they wished and they would be so accommodated. Neither party requested an oral hearing.

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties commencing August 15, 2019, on a month-to-month basis at a monthly rent of \$1,500. The Respondent acknowledged receiving notice of a rent increase to \$2,900 to take effect June 1, 2021. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Submissions

The Respondent provided written submissions by email sent April 25, 2021. Those submissions were forwarded to the Applicant on April 26, 2021, for reply.

The Respondent objected to the Applicant's request to end the tenancy, claiming the Applicant's reasons as simply a pretense designed to evict the Respondent from the rental premises. The Respondent referenced unreasonable house rules against having guests and/or roommates, non-functional electrical outlets in the rental premises, and a rent increase scheduled to take effect June 1, 2021, as examples of the Applicant's prior efforts to end the tenancy. The Respondent further argued that despite his best efforts he has been unable to secure alternate housing in the community and fears being homeless should the tenancy be terminated.

The Applicant responded to the Respondent's submissions indicating he did not feel a need to reply. I infer from this that the Applicant's application speaks for itself in establishing his intention to change the use of the rental premises.

While I might agree with the Respondent that the Applicant's prior attempts to end the tenancy are not ideal nor in accordance with the Act, his reasons for wanting to end the tenancy have been consistently expressed as being not only to effect repairs to the premises but also to return to the short-term transient living accommodations previously provided. Further, the Applicant has reiterated that the only reason he agreed to rent the premises out for long-term living accommodations to the Respondent was as a result of a decline in local resource exploration followed by the effects of the COVID-19 pandemic. The Applicant was clear from the start that he did not intend to use the premises as a rental premises indeterminately.

Findings

I am satisfied the Applicant requires the rental premises in good faith for the purposes of changing the use to something other than a rental premises, that being short-term transient living accommodations. I find termination of the tenancy agreement and eviction are justified.

Subparagraph 59(1.1)(a)(i) of the Act specifies that the Rental Officer may order termination of a month-to-month tenancy on the last day of a month no earlier than 90 days after the application is filed in the Rental Office. As previously mentioned, this application was filed in the Rental Office March 30, 2021, making the termination date June 30, 2021. An eviction order will issue for July 1, 2021, and an order will issue requiring the Respondent to pay overholding rent for each day he remains in the rental premises after June 30, 2021.

Consequences for acting in bad faith

Given the disputed reasons for ending the tenancy, I would like to offer further clarification of the provisions of the Act. In the event that the Applicant's reasons for ending the tenancy were not in fact made in good faith and he does end up renting the premises out again as a rental premises, the Applicant could be held liable to the Respondent under subsection 60(1) of the Act for: reasonable moving expenses of the Tenant to his new accommodation, or compensation to the Tenant for any additional reasonable expenses incurred, including any increased rent the Tenant was obliged to pay at his new accommodation as a result of the improper termination of the tenancy for a period of up to 12 months.

Adelle Guigon
Rental Officer