

IN THE MATTER between **MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER**, Applicant, and **GREGORY NESSEL**, 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 **HAY RIVER, NT**.

BETWEEN:

**MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER**

Applicant/Landlord

- and -

**GREGORY NESSEL**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife in the Northwest Territories this 28th day of February 2004.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER**, Applicant, and **GREGORY NESSEL**, 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.

BETWEEN:

**MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER**

Applicant/Landlord

-and-

**GREGORY NESSEL**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 26, 2004

**Place of the Hearing:** Hay River, NT via teleconference

**Appearances at Hearing:** Michelle Stanszuk, representing the applicant  
Shelly Martin, witness for the applicant  
Gregory Nessel, respondent

**Date of Decision:** February 26, 2004

**REASONS FOR DECISION**

The applicant seeks an order requiring the respondent to pay rent and property taxes and terminating the tenancy agreement between the parties. The lease is clearly a lease of land and not a tenancy agreement.

Section 6 of the *Residential Tenancies Act* limits the application of the Act to rental premises and tenancy agreements.

**"Subject to this section, this Act applies only to rental premises and to tenancy agreements, notwithstanding any other Act or any agreement or waiver to the contrary."**

Rental premises and tenancy agreement are defined in section 1 of the Act.

**"Rental premises means a living accommodation or land for a mobile home used or intended for use as rental premises and includes a room in a boarding house or lodging house."**

**"Tenancy agreement means an agreement between a landlord and a tenant for the right to occupy rental premises, whether written, oral or implied, including renewals of such an agreement."**

The land in question is not a mobile home park or land for a mobile home. The lease is for an interest in land, not the right to occupy rental premises. The *Residential Tenancies Act* does not apply to this agreement and a rental officer has no jurisdiction to determine the matters contained in this application. The application must therefore be dismissed.

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Hal Logsdon  
Rental Officer