

IN THE MATTER between **LIRIC CONSTRUCTION LTD.**, Applicant, and **LORNE BOWLES**, 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 **YELLOWKNIFE, NT.**

BETWEEN:

LIRIC CONSTRUCTION LTD.

Applicant/Landlord

- and -

LORNE BOWLES

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 27th day of November, 2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **LIRIC CONSTRUCTION LTD.**, Applicant, and **LORNE BOWLES**, 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:

LIRIC CONSTRUCTION LTD.

Applicant/Landlord

-and-

LORNE BOWLES

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 25, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Arie Keppel, representing the applicant

Date of Decision: November 25, 2008

REASONS FOR DECISION

The rental premises consist of a room in a boarding house where tenants share common facilities, including the kitchen. The applicant alleged that the respondent had disturbed other tenants by using their food and had disturbed the landlord by disposing of items in the residential complex which were the property of the landlord.

The applicant stated that the respondent had given written notice to terminate the tenancy agreement on November 30, 2008. I note that the notice was not served on the landlord in sufficient time to meet the requirements of section 52 of the *Residential Tenancies Act*, however the landlord stated that he was prepared to accept the notice as sufficient. Given the landlord's acceptance of the notice as sufficient, in my opinion, the notice serves to terminate the tenancy agreement on November 30, 2008 and the tenant is obligation to vacate the premises on that date.

Because the applicant is not seeking any remedy other than termination of the tenancy agreement, it is not necessary for me to consider the merits of this application or issue any order. The application shall be dismissed.

Hal Logsdon
Rental Officer