

IN THE MATTER between **PEARL LISKE**, Applicant, and **LIRIC CONSTRUCTION LTD.**, 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:

**PEARL LISKE**

Applicant/Tenant

- and -

**LIRIC CONSTRUCTION LTD.**

Respondent/Landlord

**ORDER**

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of June, 2010.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **PEARL LISKE**, Applicant, and **LIRIC CONSTRUCTION LTD.**, Respondent.

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BETWEEN:

**PEARL LISKE**

Applicant/Tenant

-and-

**LIRIC CONSTRUCTION LTD.**

Respondent/Landlord

**REASONS FOR DECISION**

**Date of the Hearing:** May 28, 2010

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Pearl Liske, applicant  
Arie Keppel, representing the respondent

**Date of Decision:** May 28, 2010

### **REASONS FOR DECISION**

The applicant sought an order permitting her to assign the rental premises without the landlord's consent.

Section 22 of the *Residential Tenancies Act* permits a tenant to assign a tenancy agreement provided the premises have been occupied by the tenant for six months or more or the tenancy agreement is made for a term of at least 6 months. The assignment must be approved by the landlord but the landlord can not unreasonably withhold their approval.

The obvious intent of the provision is to require the tenant to ask the landlord to approve the assignment of the tenancy agreement to a specific party to enable the landlord to determine if the prospective assignee would be an acceptable tenant. However, the applicant acknowledged that she had not sought the landlord's permission to assign the tenancy agreement to a specific party. She stated that she had sought the landlord's permission to mutually agree to terminate the tenancy agreement and he had refused.

The respondent stated that in an effort to help the applicant find an assignee or another tenant, he had contacted several parties to see if they were interested in renting the premises or taking over the remaining term of the tenancy agreement as assignees. He stated that to date he had not found anyone but would keep trying.

There is no obligation for a landlord to consider a mutual agreement to terminate a tenancy agreement and no remedy for a tenant where a landlord refuses to consider this form of termination. It is what it is - a mutual agreement. On the other hand, there is an obligation for a landlord to consider a tenant's request to assign and there is a remedy for a tenant where a landlord lacks a good reason why he/she refuses the assignment. However, before a tenant seeks the relief for an unreasonable refusal to assign, they must first seek the landlord's permission to assign and that request must refer to a specific party.

In this matter, I can not find that the landlord has unreasonably refused the applicant's request to assign the tenancy agreement because I find no request from the applicant. For these reasons, the application is dismissed.

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Hal Logsdon  
Rental Officer