

IN THE MATTER between **GORDON R. MURRAY**, Applicant, and **THE SALVATION ARMY BAILEY HOUSE**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") as amended;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **YELLOWKNIFE, NT.**

BETWEEN:

GORDON R. MURRAY

Applicant/Tenant

- and -

THE SALVATION ARMY BAILEY HOUSE

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 23rd day of August, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **GORDON R. MURRAY**, Applicant, and **THE SALVATION ARMY BAILEY HOUSE**, 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:

GORDON R. MURRAY

Applicant/Tenant

-and-

THE SALVATION ARMY BAILEY HOUSE

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: June 27, 2011

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Gordon R. Murray, applicant
Arlene Hache, representing the applicant
Joseph Debono, representing the respondent

Date of Decision: June 27, 2011

REASONS FOR DECISION

The applicant alleged that the respondent had interfered with his enjoyment and possession of the premises by issuing an eviction notice and by establishing rules which were unreasonable. The applicant sought unspecified remedies pursuant to sections 34 and 12 of the *Residential Tenancies Act*.

The respondent submitted that the premises were exempt from the *Residential Tenancies Act* and that a rental officer had no jurisdiction to determine the matter. Prior to considering the facts surrounding this dispute, the matter of jurisdiction was considered.

The premises are located in a residential complex operated by the respondent as supportive transitional housing for men. Men accepted into the facility are assigned a caseworker who helps with the development of a personal plan. Participants are expected to adhere to the plan and follow a number of other rules which apply to all participants, such as abstinence from alcohol. Participants pay monthly rent.

Section 6(1) of the *Residential Tenancies Act* sets out the application of the Act

6. (1) 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.

The definitions of **rental premises**, **tenancy agreement**, **landlord** and **tenant** are contained 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.

"landlord" includes the owner, or other person permitting occupancy of rental premises, and his or her heirs, assigns, personal representatives and successors in title and a person, other than a tenant occupying rental premises, who is entitled to possession of a residential complex and who attempts to enforce any of the rights of a landlord under a tenancy agreement or this Act, including the right to collect rent.

"tenant" means a person who pays rent in return for the right to occupy rental premises and his or her heirs, assigns and personal representatives.

In my opinion, all of these definitions appear to define the parties, the premises and the relationship of the parties. However, the Act contains a number of specific exemptions, two of which I believe are important to consider. They are contained in sections 6(2)(d) and 6(2)(e).

6(2)(d) living accommodation occupied by a person for penal, correctional, rehabilitative or therapeutic purposes or for the purpose of receiving care.

6(2)(e) living accommodation established to temporarily shelter persons in need.

A broad interpretation of “therapeutic” in section 6(2)(d) does, in my opinion, capture the nature of the program provided by the respondent. The program is intended to provide not only accommodation but also to impart life skills to enable the participant without stable accommodation the ability to transition to market rental housing or public housing.

In my opinion section 6(2)(e) also serves to exempt the premises from the provisions of the Act.

The accommodation is clearly intended to provide shelter only until the tenant is able to successfully seek and retain reasonable accommodation on his own. Although the accommodation is not provided for any specific time period, it is not intended to be permanent housing. This is consistent with the decision in *Jacqueline Sitter v. Centre for Northern Families*, (file #10-10633, February 9, 2009).

For these reasons, I find these premises exempt from the provisions of the *Residential Tenancies Act* and must dismiss the application.

Hal Logsdon
Rental Officer