

IN THE MATTER between **IAN HENDERSON**, Applicant, and **GARY ADAMS AND JUEANNA MACLEOD AND MATT BOWIE AND JEAN BOWIE**, Respondents;

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

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

BETWEEN:

IAN HENDERSON

Applicant/Landlord

- and -

GARY ADAMS AND JUEANNA MACLEOD AND MATT BOWIE AND JEAN BOWIE

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 59.1.2 of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 09 Forrest Park, Yellowknife, NT shall be terminated on June 6, 2012 and the respondents shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of May, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **IAN HENDERSON**, Applicant, and **GARY ADAMS AND JUEANNA MACLEOD AND MATT BOWIE AND JEAN BOWIE**, Respondents.

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:

IAN HENDERSON

Applicant/Landlord

-and-

GARY ADAMS AND JUEANNA MACLEOD AND MATT BOWIE AND JEAN BOWIE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: May 23, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Ian Henderson, representing the applicant

Date of Decision: May 23, 2012

REASONS FOR DECISION

The respondents were served Notices of Attendance sent by registered mail and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant sought a termination order pursuant to section 59.1.2 of the *Residential Tenancies Act*. The applicant intends to do extensive renovations to the premises which require a building permit and vacant possession. The applicant also seeks a termination date as early as is reasonable as the state of the premises presents a hazzard to the safety of the tenants.

The applicant permitted occupancy of the premises when the building was in the process of reconstruction on the understanding that the respondents would undertake some of the work. When this arrangement failed, the applicant entered into a tenancy agreement and demanded rent. When the full rent was not paid, the applicant filed an application seeking rent arrears and the tenants filed an application seeking compensation for loss of full enjoyment of the premises. Now the applicant wishes to complete the repairs and requires vacant possession.

The applicant has the necessary building permits to undertake the work. I inspected the premises in conjunction with the previous applications and found it to be in very poor repair with several electrical and fire code deficiencies which I consider hazzards to the safety of the occupants.

A rental officer may terminate a tenancy agreement earlier than 90 days after the application date if there are significant safety issues. In my opinion, it is reasonable to terminate this tenancy promptly due to the existing hazards.

An order shall issue terminating the tenancy agreement on June 6, 2012 and ordering the respondents to vacate the premises on that date.

I remind the tenants that they have the right of first refusal to re-rent the premises after the repairs are completed provided they notify the landlord in writing prior to giving up possession.

Hal Logsdon
Rental Officer