

IN THE MATTER between **VIOLET TUDU**, Applicant, and **DONNAJEAN DE MARTIN**, Respondent;

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:

VIOLET TUDU

Applicant/Landlord

- and -

DONNAJEAN DE MARTIN

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of August, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **VIOLET TUDU**, Applicant, and **DONNAJEAN DE MARTIN**, 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:

VIOLET TUDU

Applicant/Landlord

-and-

DONNAJEAN DE MARTIN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 24, 2013

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Violet Tudu, applicant (by phone)
Donnajean De Martin, respondent

Date of Decision: July 24, 2013

REASONS FOR DECISION

The applicant rents a room in her home to the respondent. The parties entered into a one year term tenancy agreement which commenced on March 8, 2013. The applicant served a notice on the respondent on June 6, 2013 seeking vacant possession of the premises on July 6, 2013 because her children were going to be living in the premises. The applicant stated that she no longer wished to rent the room and sought an order evicting the respondent.

The applicant stated that she had already evicted the tenant by changing the locks to the premises, preventing the respondent's entry.

The applicant committed herself to renting the premises for one year. Her notice to the respondent has no legal effect as there are no provisions contained in the *Residential Tenancies Act* for such a notice. Termination of a tenancy agreement by order where a landlord does not wish to rent the premises any longer is allowed but the Act does not permit the issuance of such an order except at the end of the term. The applicant is not alleging any breach of the Act or the tenancy agreement by the respondent although the demeanor of both parties at this hearing and a previous one suggests that termination pursuant to section 57(c) might not be unreasonable. Given the acknowledged action of the applicant I am certainly not prepared to issue such an order. Doing so would appear to legitimize the changing of the locks which is prohibited pursuant to section 25 of the Act.

The application is dismissed.

Hal Logsdon
Rental Officer