

IN THE COUNTY COURT OF DISTRICT NUMBER ONE

IN THE MATTER OF:

The Residential Tenancies Act,  
S.N.S. 1970, c. 13, as amended,

- and -

BETWEEN:

EDMONDS' GROUNDS DEVELOPMENTS  
LIMITED, a body corporate,

Applicant  
(Landlord)

- and -

ANDREA MacBETH

Respondent  
(Tenant)

Anderson, J.C.C. (Orally)

I will decide the matter of tenure at this stage. I had an opportunity to consider the authorities with regard to the Rental Property Conversion Act recently; I think it was Pacific Developments, was the case, I forget the other name, and did some research on statutes which interfere with the rights, common law rights, of individuals. As I understand the authorities, when the legislature intends to change common law rights the courts are encumbant to construe the legislation strictly so that no more rights

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than the legislature intended are taken away. I think that is a fair statement of the authorities as I understand them. When the courts look at legislation, they must construe the legislation strictly and not <sup>impact</sup> ~~in part~~ to the legislation more than can be reasonably taken from the written word.

Having said that, in this particular instance it seems to me that the Board was correct in finding Ms. MacBeth a tenant. However, I think they erred in law in their interpretation of Residential Premises. That dwellings, if you want to call them that, houses, cottages, whatever, situate on a track of land are in my view residential premises. The whole area is not a 'residential premise' as is an apartment building and the houses thereon, units, or apartments in that building. I think that is giving it a far too broad an interpretation and one which the legislation will not permit, in my view. I therefore find that Ms. MacBeth does not have tenure under the Act.

Re: Notice to Quit

So this matter does not drag on endlessly, I would find that the Notice to Quit is good on the basis that there is sufficient specificity indicated to this court by the affidavit of service attached thereto. I think that the form of the Notice to Quit is such that there is no question to whom it is directed, where it is going, and the times. I think that everything that is before the court is sufficient for the purposes. Possession is effective February 28, 1985. There are no costs on the matter.

J.C.C.

John D. Stringer, Esq., Solicitor for the Landlord;  
Thomas Kemsley, Esq., Solicitor for the Tenant.