

**Demeter v. Demeter, 1999 ABQB 1061**

Date: 19990608  
Action No. 9903-08697

IN THE COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL DISTRICT OF EDMONTON

BETWEEN:

MICHAEL FRANK DEMETER by his Attorney, ALLAN DEMETER

Applicant

- and -

MAUREEN DEMETER

Respondent

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MEMORANDUM OF DECISION  
OF W. BREITKREUZ, Master in Chambers

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[1] This is an application by the landlord's son, Allan Demeter, who makes the application pursuant to an enduring power of attorney executed by his father in favour of Allan. The respondent is the landlord's daughter and the attorney's sister.

[2] The undated notice to vacate reads that the notice is provided in accordance with the Residential Tenancies Act for the following reasons:

- (a) the landlord cannot afford to keep and maintain the debt load on this property;
- (b) the property is being listed for sale; and
- (c) the Landlord is living in a nursing home and as such is divesting himself of his non-liquid assets.

[3] The notice to vacate is attached to a letter dated December 1<sup>st</sup>, 1998 sent by a Calgary firm of solicitors to the respondent. I am at a loss as to why a lawyer would send a notice to vacate on December 1, 1998 requiring a tenant to vacate premises on or before March 15, 1998. In addition to that major irregularity there is a substantial problem relating to the fact that none of the reasons provided by the landlord fall within the regulations passed pursuant to section 4.1 of the Residential Tenancies Act. Alberta Regulation 229/92 entitled Residential Tenancies Ministerial Regulation appears to be a complete code that sets out when a landlord may terminate a periodic tenancy for reasons other than the substantial breach reasons covered by the Act itself.

[4] It is obvious that the landlord wants to sell the premises for reasons that are understandable in the circumstances and which are explained in greater detail in the applicant's affidavit, but it is obvious that the reasons do not fit within the list of reasons set out in section 2 of the regulations.

[5] It appears that in these circumstance the landlord will have to provide to the tenant a new notice after he is able to satisfy one of the reasons set out in section 2 of the regulations.

[6] The application is dismissed. There will be no costs to either party.

**DATED** at Edmonton, Alberta this 8th day of June, 1999.

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**W. BREITKREUZ**  
**M.C. C.Q.B.A.**

**APPEARANCES:**

Ms. A. Bornsley  
Cleall Pahl  
for the plaintiff

Maureen Demeter  
in person