

IN THE MATTER between **ANITH LAYLAND**, Applicant, and **CINDY ALLEN AND JOE JACK**, 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, regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

**ANITH LAYLAND**

Applicant/Landlord

- and -

**CINDY ALLEN AND JOE JACK**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 58(1) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 127 Herriman Road, Yellowknife, NT shall be terminated on July 15, 2003 and the respondents shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of June, 2003.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **ANITH LAYLAND**, Applicant, and **CINDY ALLEN AND JOE JACK**, Respondents.

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

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BETWEEN:

**ANITH LAYLAND**

Applicant/Landlord

-and-

**CINDY ALLEN AND JOE JACK**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** June 10, 2003

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Anith Layland, applicant  
Joe Jack, respondent

**Date of Decision:** June 10, 2003

**REASONS FOR DECISION**

The applicant sought an order terminating the tenancy agreement due to the sale of the rental premises and the intention of the purchaser to occupy the premises as their own residence. The applicant testified that an offer to purchase had been made which required her to provide vacant possession. She also testified that the purchasers intended to use the rental premises as their own residence.

The tenancy agreement between the parties was made for a term which expires on June 14, 2003. The applicant previously agreed to permit the respondents to continue occupancy until July 1, 2003. At the hearing the applicant indicated that the possession date for the purchaser was July 25, 2003 and that she would be willing to allow the respondents to stay until July 15, 2003 if necessary.

The respondent had some issues with the landlord concerning maintenance of the premises. The respondents may address these through an application. I shall not deal with them here.

The respondent indicated that they had a tentative arrangement for other accommodation commencing on July 1, 2003 but had not signed a tenancy agreement. I see no reason why the tenancy agreement should not be terminated. The conditions set out in section 58(1) have been met. In my opinion the termination date should be July 15, 2003. The respondents may terminate the agreement earlier than that date by giving at least 5 days notice in writing to the landlord.

An order shall be issued terminating the tenancy agreement between the parties on July 15, 2003.

The respondents shall vacate the rental premises on that date.

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Hal Logsdon  
Rental Officer