

IN THE MATTER between **MM**, Applicant, and **GV**, 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 **Adelle Guigon**, Rental Officer,

BETWEEN:

**MM**

Applicant/Landlord

-and-

**GV**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 21, 2018

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** MM, applicant  
GV, respondent

**Date of Decision:** March 21, 2018

**REASONS FOR DECISION**

An application to a rental officer made by MM as the applicant/landlord against GV as the respondent/tenant was filed by the Rental Office November 29, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The respondent confirmed at hearing that she received the filed application.

The applicant made the application requesting termination of the tenancy agreement in order to sell the rental premises. Supplementary information was provided in which the applicant also requested payment of rental arrears, payment of outstanding security deposit, and payment for costs of repairs.

A hearing was scheduled for March 21, 2018, by three-way teleconference. MM appeared as applicant. GV appeared as respondent.

*Tenancy agreement*

The parties agreed that an oral residential tenancy agreement had been entered into between them commencing in March 2015. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

*Termination of the tenancy agreement and eviction*

The applicant testified that she had been working with a purchaser since at least October 2017 to sell the property and they had come to an agreement to sell which required the applicant to effect several repairs and renovations to the property before a possession date could be finalized. A final date for possession was arrived at for May 1, 2018, or earlier if repairs were completed earlier. Although some of the repairs have been completed, the majority will require the premises be vacant to efficiently complete. The contractors are scheduled to commence work on April 1, 2018.

At the hearing, I misspoke and referred to section 59 of the Act. The correct section to refer to is section 58 of the Act, which requires a landlord to make an application to a rental officer to terminate the tenancy if the landlord has entered into an agreement of sale of the rental premises, is required to deliver vacant possession of the rental premises to the purchaser, and the purchaser requires possession for use by themselves or an immediate family member. The applicant confirmed at hearing that it is her understanding that the purchaser intended to live in the premises. This is confirmed by two letters from the purchaser dated January 30 and February 19, 2018.

Being satisfied that the applicant in good faith requires the rental premises to provide vacant possession to the purchaser, and being satisfied that the purchaser requires vacant possession of the premises for their own use, I find termination of the tenancy agreement is justified.

Section 58(1.1) of the Act provides for the earliest termination date that can be ordered for month-to-month tenancies as the last day of a month not earlier than 90 days after the application is made. In this case, the application was filed November 29, 2017, which means the earliest date the tenancy could have been terminated was February 28, 2018. The respondent was fully aware of the applicant's intentions to sell the property, having received written notice from the applicant on October 10, 2017. The respondent has made no apparent efforts to find alternate accommodations, despite having more than adequate time to do so. As such, the tenancy will be ordered terminated March 31, 2018, and an eviction order will be issued for April 1, 2018. Additionally, in the event there is any delay in removing the respondent from the rental premises, the respondent will be required to pay rent for the period she remains in the rental premises after March 31, 2018.

#### *Rental arrears*

The parties agreed that the respondent had not paid the rent for March 2017. The rent was established at \$1,600 per month. I find the respondent has accumulated rental arrears in the amount of \$1,600.

### *Security Deposit*

Although it appears \$600 of the security deposit remains outstanding, there is no point to issuing an order for it to be paid given the tenancy is ordered terminated March 31, 2018.

### *Damages*

Although there was discussion at hearing regarding multiple issues with the condition of the rental premises, at the end of the day the parties agreed the respondent would only be held accountable for the costs of patching holes in and painting the walls in the basement, downstairs stairway, two bedrooms, and the bathroom, and for repairing or replacing six damaged interior doors. As not all of those repairs have been completed yet, the applicant does not have the actual costs available to claim. It was agreed that the applicant would provide those costs when she had them (anticipated for mid- to late-April) and after the respondent was provided a final opportunity to reply to the claimed costs I would make a final determination on the allowable costs for the agreed upon repairs. An order for payment of those cost will be prepared separately from the other orders issued under this file.

### *Orders*

- An order will issue with these reasons for decision:
- requiring the respondent to pay rental arrears in the amount of \$1,600;
- terminating the tenancy agreement March 31, 2018;
- evicting the respondent from the rental premises April 1, 2018; and
- requiring the respondent to pay compensation for use and occupation of the rental premises at a rate of \$52.60 for each day she remains in the rental premises after March 31, 2018, to a maximum of \$1,600 per month.

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Adelle Guigon  
Rental Officer