

IN THE MATTER between **KW and CW** , Applicants, and **AM and IM**, 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,

BETWEEN:

**KW and CW**

Applicants/Landlords

-and-

**AM and IM**

Respondents/Tenants

**REASONS FOR DECISION**

Date of the Hearing: June 16, 2020

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: KW, Applicant  
CW, Applicant  
AM, Respondent  
IM, Respondent.

Date of Decision: June 16, 2020

### **REASONS FOR DECISION**

The premises were purchased by the Applicants via a tax sale. The Respondents were Tenants of the former owner. The Respondents entered into a written monthly tenancy agreement with the Applicants commencing on March 8, 2020, replacing the verbal tenancy agreement with the former owner.

The Applicants testified that they purchased the premises in order to use it as their personal residence. The Applicants sought the termination of the tenancy agreement and a possession date of August 10, 2020.

The Respondents did not object to the termination of the tenancy and stated that they had already agreed verbally to give up possession on August 10. However, they stated that the furnace had completely failed during the term of their previous tenancy agreement with the former owner. Because the former owner had essentially abandoned the house they replaced the furnace at their own cost. The Respondents stated that they had hoped that they would be able to recoup all or some of that expense.

Clearly, regardless of the provisions of the former verbal tenancy agreement, the former Landlord was responsible for the repair or replacement of the furnace. The Respondents must seek relief via an application against the former Landlord, not the Applicants.

Section 58 of the *Residential Tenancies Act*, permits the termination of a tenancy agreement by order when the Landlord requires the premises for their own personal residence. The Act restricts a Rental Officer from issuing such an order any sooner than 90 days after the date the application is made. This application was received in the Rental Office on May 1, 2020, and filed on May 6, 2020. For periodic agreements, the termination date must be on the last day of a period. In this case, the rent period is from the tenth day of the month to the ninth day of the month following.

I am satisfied the request to terminate the tenancy agreement is made in good faith and complies with the provisions of the Act.

An order shall issue terminating the tenancy agreement between the parties on August 9, 2020.

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Hal Logsdon  
Rental Officer