

IN THE MATTER between **LW and SW**, Applicants, and **PP and GS**, 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 **Jerry Vanhantsaeme**, Rental Officer, regarding
a rental premises located within the **town of Fort Smith in the Northwest Territories**;

BETWEEN:

LW AND SW

Applicants/Landlords

-and-

PP AND GS

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: July 17, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: LW, representing the Applicants

SW, representing the Applicants

Date of Decision: July 18, 2025

REASONS FOR DECISION

An application to a rental officer made by LW and SW as the Applicants/Landlords against PP and GS as the Respondents/Tenants was filed by the Rental Office Fort Smith. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The filed application was served on the Respondent by email and deemed served on June 22, 2025.

The Applicants are requesting an order to terminate the tenancy for sale to their child, and be using the rental premises as their primary residence.

A hearing was scheduled for July 17, 2025, by three-way teleconference. LW and SW appeared to represent the Applicants. The Respondents did not appear nor did anyone on their behalf. The hearing proceeded in the Respondents absence pursuant to subsection 80(2) of the Act. I reserved my decision for the Applicants to provide requested documentation and to review the evidence and testimony.

Preliminary matters

The rental premises was purchased from the previous owner/Landlord on December 15, 2023. Under the change of ownership, the Respondents became Tenants of the Applicants.

Tenancy agreement

Evidence presented established a month-to-month tenancy agreement commencing May 1, 2022. The tenancy agreement was unsigned.

Under subsection 9(4) of the Act, a tenancy agreement is deemed to be in writing where it has been signed by one party or their agent, given to the other party or their agent and the landlord permits the tenant to take occupancy of the rental premises.

Subsection 9(1) of the Act, allows a tenancy agreement to be oral, written or implied. I am satisfied an implied tenancy is in place in accordance with subsection 9(1) of the Act.

From this point forward the Applicants will be known as the Landlord and the Respondents as the Tenants.

Termination of the tenancy agreement and eviction

The application explained the Landlord had purchased the rental premises, and inherited the current Tenants. The application also noted the Tenants were requested to vacate the rental premises on or before August 1, 2025. The Landlords plan for use was to allow their child to take over the mortgage and become their primary residence.

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The Landlord spoke to and confirmed the information in the application.

The Rental Officer questioned and advised the Landlord had oral and text message correspondence with the Tenants regarding the situation. Upon request, the Landlord provided copies of the text conversations.

I am satisfied the Landlord in good faith require possession of the rental premises for use as a residence by their child. When the Rental Officer is satisfied under subparagraph 58(1)(a)(ii) of the Act, the Rental Officer may order the termination of the tenancy agreement of the periodic term tenancy not earlier than 90 days after the application is made under subparagraph 58(1.1)(a)(i) of the Act. As the application was submitted and filed on June 5, 2025, the earliest the tenancy can be terminated is September 3, 2025.

Orders

An order will be issued:

- terminating the tenancy agreement between the parties on September 3, 2025 (sp. 58(1.1)(a)(i); and
- evicting the Tenants from the rental premises on September 4, 2025 (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer