

IN THE MATTER between **MM**, Applicant, and **AT and JT**, 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 Inuvik in the Northwest Territories**;

BETWEEN:

MM

Applicant/Landlord

-and-

AT AND JT

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: February 24, 2026

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: BG, representing the Applicant

AT, representing the Respondents

JT, representing the Respondents

Date of Decision: February 24, 2026

REASONS FOR DECISION

An application to a rental officer made by MM as the Applicant/Landlord against AT and JT as the Respondents/Tenants was filed by the Rental Office on January 16, 2026. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The filed application was served on the Respondents by email and deemed served on January 23, 2026.

The Applicant claimed that the Respondents are required to vacate the rental premises, as there is an agreement to sell the property and the Purchaser requires vacant possession of the rental premises for their use. An order was sought for termination of the tenancy agreement and eviction.

A scheduled hearing on February 12, 2026, was cancelled due to the Applicant's failure to provide proof of service of the filed application and notice of attendance five business days prior to the hearing as required under subsection 71 of the Act.

All parties were provided notice of the rescheduled hearing. The hearing proceeded on February 24, 2026, by three-way teleconference. BG appeared to represent the Applicant. AT and JT appeared to represent the Respondents. I advised the parties that tenancy would be terminated in accordance with the Act and written reasons for decision would be provided.

Tenancy agreement

Evidence presented established a fixed term tenancy agreement between the parties from February 15, 2025 to February 14, 2026, and renewed as a month-to-month tenancy. The tenancy agreement was signed by all parties.

The tenancy agreement is not in the approved form, as the section regarding rental variation is in contravention of Act.

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

Sale of the property

The Landlord's representative testified the property has been sold. To support the claim was the sale agreement, tenancy agreement and communications with a Tenant.

In response to the claim the Tenants said communications with the Landlord were good and they understood the Landlord's requirement for vacant possession and intend to move.

Evidence presented establishing a valid offer to purchase of the rental premises accepted by the Landlord on December 1, 2025. The offer to purchase indicated the transfer of ownership of the property is scheduled to take effect on April 1, 2026. Also included in the evidence was note from the Purchaser indicating they intend to utilize the rental premises as their primary residence.

Subsection 58(1) of the Act states, “A landlord may apply to a rental officer to terminate a tenancy agreement if the landlord”...

- (b) has entered into an agreement of sale of a rental premises, and
 - (i) is required by the agreement of sale to deliver vacant possession of the rental premise to the purchaser, and
 - (ii) the purchaser requires possession of the rental premises for the use by
 - (A) the purchaser, ...

I am satisfied the Landlord and Purchaser entered into a sale agreement for the rental premises, and the Purchaser requires vacant possession of the rental premises.

Termination of the tenancy agreement and eviction

As the requirements of subsection 58(1) of the Act have been met, I find termination of the tenancy agreement and eviction to be justified. When determining the termination and eviction dates, I am required to follow subsection 58(1.1) which states, “ a rental officer who determines that a landlord, in good fail, requires the rental premises for a reason referred to in subsection (1), may make an order

- (a) terminating the tenancy,
 - (i) in the case of a periodic tenancy, on the last day of a period of the tenancy that is not earlier than 90 days after the application is made, or
 - (ii) in the case of a tenancy agreement that specifies a date for the termination of the tenancy agreement, on a date that is not earlier than the date specified;
- and
- (b) ordering the tenant to vacate the rental premises on that date.

As the application was not formalized until January 16, 2026, and the tenancy was renewed as a month-to-month tenancy, the earliest date for termination would be April 16, 2026; 90 days from the application date.

Orders

An order will be issued:

- terminating the tenancy agreement between the parties on April 16, 2026 (p. 58(1.1)); and
- evicting the Tenants from the rental premises on April 17, 2026 (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officerte