

IN THE MATTER between **JAMES MARION**, Applicant, and **SHAWN STOCKLEY**, 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, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **NORMAN WELLS, NT**.

BETWEEN:

**JAMES MARION**

Applicant/Landlord

- and -

**SHAWN STOCKLEY**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 26th day of June, 2009.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **JAMES MARION**, Applicant, and **SHAWN STOCKLEY**, 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 **Hal Logsdon**, Rental Officer.

BETWEEN:

**JAMES MARION**

Applicant/Landlord

-and-

**SHAWN STOCKLEY**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 26, 2009

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

**Appearances at Hearing:** James Marion, applicant  
Shawn Stockley, respondent  
Edward Gullberg, representing the respondent

**Date of Decision:** June 26, 2009

### **REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order terminating the tenancy agreement.

The agreement between the parties was made on February 26, 2003 and is titled "Agreement to Purchase". Neither "landlord" or "tenant" are mentioned in the agreement nor does it refer to "rent". There is no evidence of any subsequent agreements oral or implied.

Section 6(1) of the *Residential Tenancies Act* sets out the application of the Act.

**6.(1) Subject to this section, this Act applies only to rental premises and to tenancy agreements, notwithstanding any other Act or any agreement or waiver to the contrary.**

"Rental premises", "tenancy agreement", "landlord and tenant" are defined as follows:

**"rental premises" means a living accommodation or land for a mobile home used or intended for use as rental premises and includes a room in a boarding house or lodging house.**

**"tenancy agreement" means an agreement between a landlord and a tenant for the right to occupy rental premises, whether written, oral or implied, including renewals of such an agreement**

**"landlord" includes the owner, or other person permitting occupancy of rental premises, and his or her heirs, assigns, personal representatives and successors in title and a person, other than a tenant occupying rental premises, who is entitled to possession of a residential complex and who attempts to enforce any of the rights of a landlord under a tenancy agreement or this Act, including the right to collect rent.**

**tenant" means a person who pays rent in return for the right to occupy rental premises and his or her heirs, assigns and personal representatives.**

There is no indication in the agreement that the premises are used or were intended for use as rental premises. The agreement appears clear that the intention of the applicant was to sell the premises to the respondent, not to rent it to him or rent it to him with an option to purchase.

The agreement between the parties is not simply an agreement to occupy the premises. The agreement sets out the transfer of the property upon full payment of the purchase price.

No rent is specified, either by name or amount.

For the above reasons, in my opinion, the premises are not rental premises and the agreement between the parties is not a tenancy agreement. The relation between the parties is not one of landlord and tenant but of vendor and purchaser.

The rental officer's authority is limited to the application of the *Residential Tenancies Act*. In my opinion, this matter falls outside the jurisdiction of the Act and the rental officer has no authority to determine this matter. Consequently the application is dismissed.

---

Hal Logsdon  
Rental Officer