

IN THE MATTER between **HTB MANAGEMENT SERVICES LTD.**, Applicant, and
JASON FRANSON, 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 **INUVIK, NT.**

BETWEEN:

HTB MANAGEMENT SERVICES LTD.

Applicant/Landlord

- and -

JASON FRANSON

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 58(1)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 70 Boot Lake Road, Inuvik, NT shall be terminated on March 31, 2010 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of March,
2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **HTB MANAGEMENT SERVICES LTD.**, Applicant, and
JASON FRANSON, 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:

HTB MANAGEMENT SERVICES LTD.

Applicant/Landlord

-and-

JASON FRANSON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 12, 2010

Place of the Hearing: Inuvik, NT via teleconference

Appearances at Hearing: Dave Button, representing the applicant
Jason Franson, respondent

Date of Decision: March 12, 2010

REASONS FOR DECISION

The applicant stated that the legal name of the landlord is HTB Management Services Ltd. The order shall reflect the legal name of the landlord.

The applicant filed the application on December 17, 2009 due to the pending sale of the property and the intention of the purchaser to use the rental premises as his own residence. Section 58 of the *Residential Tenancies Act* permits a rental office to terminate a tenancy agreement provided three criteria are met.

- 58.(1) Where, on the application of a landlord, a rental officer determines that the landlord, in good faith,**
- (a) requires possession of a rental premises for the purpose of a residence for the landlord, the spouse, child or parent of the landlord, or a child or parent of the spouse of the landlord, or**
 - (b) has entered into an agreement of sale of a residential complex, and**
 - (i) is required by the agreement of sale to deliver vacant possession of a rental premises to the purchaser, and**
 - (ii) the purchaser requires possession of the rental premises for the purpose of a residence for the purchaser, the spouse, child or parent of the purchaser, or a child or parent of the spouse of the purchaser,**
- the rental officer may make an order terminating the tenancy**
- (c) on the last day of a rent payment period not earlier than 90 days after the date the application is made, or**
 - (d) at the end of the tenancy agreement,**
- whichever is earlier, and ordering the tenant to vacate the premises on that date.**

The applicant provided a copy of the offer to purchase in evidence. The offer to purchase contains a clause which obligates the vendor to provide vacant possession of the premises upon closing. The vendor has also endorsed the offer to purchase indicating that he intends to use the

rental premises as his own residence.

The respondent stated that he had heard from sources other than the purchaser that the purchaser may not intend to use the premises as his own residence.

Weighing the evidence, I must consider that the testimony of the respondent is hearsay. I accept the purchaser's statement on the offer to purchase. I find no reason to deny the termination order to be effective on March 31, 2010.

An order shall issue terminating the tenancy agreement on March 31, 2010.

Hal Logsdon
Rental Officer