

IN THE MATTER between **GWICH'IN PROPERTIES LIMITED**, Applicant, and **SOPHIE CALL**, 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 **AKLAVIK, NT**.

BETWEEN:

GWICH'IN PROPERTIES LIMITED

Applicant/Landlord

- and -

SOPHIE CALL

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of eight hundred dollars (\$800.00).

DATED at the City of Yellowknife, in the Northwest Territories this 24th day of January, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **GWICH'IN PROPERTIES LIMITED**, Applicant, and **SOPHIE CALL**, 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:

GWICH'IN PROPERTIES LIMITED

Applicant/Landlord

-and-

SOPHIE CALL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 24, 2003

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Colum McCready, representing the applicant
Sophie Call, respondent

Date of Decision: January 24, 2003

REASONS FOR DECISION

The applicant alleged that, following a notice of rent increase, the respondent failed to pay the increased amount of rent in December, 2002 and January, 2003, resulting in arrears of rent in the amount of \$800. The applicant sought an order requiring the respondent to pay the alleged rent arrears and to pay all future rent on time.

The parties agreed that the tenancy agreement was a month-to-month agreement which commenced on August 1, 2002 and obligated the respondent to pay a monthly rent of \$700 payable on the first day of each month. The applicant provided a copy of a notice of rent increase dated August 11, 2002 setting out a new rent of \$1100/month effective December 1, 2002. The applicant testified that the notice was sent to the rental premises by registered mail. The applicant also provided a document which indicated that the rent for the premises had not been raised in the past twelve months but in fact had been reduced in January 2002 when a new tenancy agreement was negotiated requiring the former tenant to pay for the cost of electricity. In my opinion, this does not constitute a rent increase as it was intended only to change the responsibility for electricity, not increase the shelter cost to the tenant.

The respondent indicated that she did not receive the notice of rent increase until late August or possibly early September because she was not in the community.

I find the rent increase was in accordance with the *Residential Tenancies Act*. There had not been

a rent increase in rent for the premises for the twelve months prior to the effective date of the increase. The notice given in August was a full three months prior to the effective date of the increase. The service of the notice is in accordance with section 71 of the *Residential Tenancies Act*. The tenancy agreement is periodic and rent can therefore be increased within the provisions of section 47 of the Act.

I find the rent arrears to be \$800 which represents the shortfall in payment for the months of December, 2002 and January, 2003. An order shall be issued requiring the respondent to pay the applicant rent arrears in that amount. I do not see the need to order the respondent to pay the future rent on time. This was a dispute over the rent increase and not one concerning timely payment of rent. The issue of the increase now determined, I would expect the respondent to pay rent in accordance with her obligations in the tenancy agreement.

Hal Logsdon
Rental Officer