

IN THE MATTER between **GWICH'IN PROPERTIES LIMITED**, Applicant, and  
**GLEN MCMILLAN AND THERESA MCMILLAN**, 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, **HAL LOGSDON**, Rental Officer,  
regarding the rental premises at **AKLAVIK, NT**.

BETWEEN:

**GWICH'IN PROPERTIES LIMITED**

Applicant/Landlord

- and -

**GLEN MCMILLAN AND THERESA MCMILLAN**

Respondent/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents 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 28th day of January,  
2003.

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Hal Logsdon  
Rental Officer

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**GWICH'IN PROPERTIES LIMITED**

Applicant/Landlord

-and-

**GLEN MCMILLAN AND THERESA MCMILLAN**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** January 27, 2003

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

**Appearances at Hearing:** Colum McCready, representing the applicant  
Glen McMillan, respondent  
Theresa McMillan, respondent

**Date of Decision:** January 28, 2003

**REASONS FOR DECISION**

The respondents advised that Theresa Phair had changed her name to Theresa McMillan. The style of cause of the order shall be amended to reflect the change of name.

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

The parties agreed that the tenancy agreement was executed on September 25, 2002, with a commencement date of August 1, 2002. The agreement was to run month-to-month for a monthly rent of \$700.

A notice of rent increase, dated August 11, 2002, was sent to the respondents at the rental premises by registered mail. The respondents noted that they did not arrive in the community until August 16 but did receive the notice. The applicant provided a document outlining the historical rent for the premises which indicated that the rent had not been increased in the past twelve months prior to the effective date of the notice. In fact, the rent was reduced when the tenancy agreement was amended to oblige the tenant to pay for electricity. In my opinion, this change does not constitute a rent increase.

The respondents objected to the quantum of the rent increase, pointing out that the premises were

not in a good state of repair and that the increase was excessive. They also claimed that when objections to the increase were expressed, the landlord's representative returned postdated cheques for the increased amount implying that it had been cancelled. The applicant denied that any expression of rent increase cancellation had been made and stated that if postdated cheques had been returned, they were returned in error.

I find the rent increase in accordance with the provisions of the *Residential Tenancies Act*. The tenancy agreement was made on a month-to-month basis and no rent increase had occurred in the past twelve months. The notice was served in accordance with the Act and provided a clear three month notice prior to the effective date of the increase. The evidence does not support the respondents' allegation that the notice of rent increase was rescinded by the landlord. I find the resultant rent arrears to be \$800. There are no provisions in the *Residential Tenancies Act* restricting the quantum of rent increase.

An order shall be issued requiring the respondents to pay the applicant those arrears. I do not see the requirement to issue an order to pay future rent on time. The dispute was one concerning the legality of a rent increase, not a dispute about late payment.

The respondents noted their concerns with some maintenance issues. I shall not deal with them here but advise the respondents to consider filing an application to a rental officer if they are not satisfied with the landlord's attention to their requests for repair.

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Hal Logsdon  
Rental Officer