

IN THE MATTER between **GWICH'IN PROPERTIES LIMITED**, Applicant, and **GAVIN CHRISTIE**, 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 -

**GAVIN CHRISTIE**

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 seven hundred dollars (\$700.00).

DATED at the City of Yellowknife, in the Northwest Territories this 27th day of January, 2003.

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Hal Logsdon  
Rental Officer

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**GAVIN CHRISTIE**, 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-

**GAVIN CHRISTIE**

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  
Gavin Christie, respondent

**Date of Decision:** January 27, 2003

**REASONS FOR DECISION**

The applicant alleged that following a notice of rent increase, the respondent failed to pay the increase for the months of December, 2002 and January, 2003, resulting in rent arrears of \$700. The applicant sought an order requiring the respondent to pay the alleged rent arrears and to pay future rent on time.

The parties had a previous tenancy agreement for unit #5 which was terminated in June, 2002. Following that termination the applicant permitted the respondent to take possession of the premises at 240 Hanson Road. Although the respondent, who is a teacher, left the community during the summer months and did not actually reside in the premises during the summer, his possessions were kept in the premises. The respondent returned to the community on August 28, 2002. On September 24, 2002 the parties executed a written month-to-month tenancy agreement with a commencement date of July 1, 2002 for a monthly rent of \$900. The applicant served a notice of rent increase to the respondent by registered mail at the rental premises dated August 11, 2002 outlining a rent increase to \$1250/month, effective on December 1, 2002.

The respondent argues that the notice of rent increase was not effective as there was no tenancy agreement between the parties, the written agreement having not been executed until September. I disagree. Section 2(4) of the *Residential Tenancies Act* states that a tenancy agreement takes effect on the date the tenant is entitled to occupy the rental premises. In my opinion, that date was July 1, 2002. The respondent moved personal belongings in to the unit at that time. Although the

applicant waived the rent for the months of July and August, this does not, in my opinion, alter the fact of possession. The parties appear to have confirmed that in September, when the written tenancy agreement was signed reflecting July 1 as the commencement date.

The rent increase notice was served more than three months in advance of the effective date and served on the respondent in accordance with the Act. The rent for the premises had not been increased in the past twelve months. In my opinion, the rent increase was in accordance with the Act. I find the rent arrears to be \$700. An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$700. As this dispute arose over a disagreement about a rent increase and not late rent, I do not think an order requiring the respondent to pay future rent on time is necessary. The matter of the rent increase has been determined and the respondent is expected to pay the arrears and the new amount in the future.

Several other issues were raised by the respondent. Since the commencement of the tenancy agreement, the respondent has made a number of repairs on behalf of the landlord. The landlord has compensated the respondent for the repairs. The respondent alleges that other repairs are required and provided a list of these repairs to the landlord on September 6, 2002. The respondent also alleges that an invoice for the replacement of a toilet in the premises remains unpaid. The applicant indicated that he had not received the invoice. I shall not deal with these issues in this order. The respondent may file a future application if, in his opinion, the matters are not adequately addressed by the landlord.

The respondent also alleged that the security deposit for the previous premises had not been returned. The applicant stated that it had been applied to the required security deposit for the current premises. Assuming there were no damages or rent arrears in the previous premises, I suggest the parties consider agreeing to the application of the security deposit and accrued interest to the deposit required for the current premises. I suggest a statement, prepared by the landlord, showing the principal and interest applied and the outstanding balance would facilitate such an agreement. Should the parties not be able to come to an agreement on this issue, the respondent may file an application.

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Hal Logsdon  
Rental Officer