

IN THE MATTER between **FRANK WOODS**, Applicant, and **NORTHLAND MOBILE HOME PARK INC.**, 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 **YELLOWKNIFE, NT.**

BETWEEN:

**FRANK WOODS**

Applicant/Tenant

- and -

**NORTHLAND MOBILE HOME PARK INC.**

Respondent/Landlord

**ORDER**

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of August, 2005.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **FRANK WOODS**, Applicant, and **NORTHLAND MOBILE HOME PARK INC.**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

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BETWEEN:

**FRANK WOODS**

Applicant/Tenant

-and-

**NORTHLAND MOBILE HOME PARK INC.**

Respondent/Landlord

**REASONS FOR DECISION**

**Date of the Hearing:** August 23, 2005

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

**Appearances at Hearing:** Frank Woods, applicant  
Dorraine Neil, representing the respondent (by telephone)

**Date of Decision:** August 23, 2005

### **REASONS FOR DECISION**

The applicant stated that he did not get a notice of rent increase from the landlord for a rent increase in July 1, 2005. He stated that he had paid the rent increase since the effective date and sought a rebate of rent corresponding to the allegedly improper increase. The rental premises is land for a mobile home and the rent increase was \$50/month.

The respondent provided a copy of the notice of rent increase dated March 21, 2005 and evidence that it was sent to the rental premises at 103 Stinson Road by registered mail. The respondent also provided tracking information from Canada Post which indicated that the notice was mailed on March 21, 2005 and delivery attempted on April 4, 2005. The tracking information also indicates that a card was left with pick-up details but the notice was still unclaimed on April 20, 2005.

Section 71 of the *Residential Tenancies Act* sets out service requirement for notices.

- 71. (1) Subject to subsection (3), any notice, process or document to be served by or on a landlord, a tenant or the rental officer may be served by personal delivery or by registered mail to the landlord at the address given in the tenancy agreement or mailed to the tenant at the address of the rental premises and to the rental officer at the address of the office of the rental officer.**
- (2) A notice, process or document sent by registered mail shall be deemed to have been served on the 7th day after the date of mailing.**
- (3) Where a notice cannot be served personally on a tenant or a landlord who is absent or evading service, the notice may be served on the tenant or the landlord by serving it on any adult who apparently resides with the tenant or landlord.**

Section 47(2) sets out the requirement for notice of rent increase

**47(2) The landlord shall give the tenant notice of the rent increase in writing at least three months before the date the rent increase is to be effective.**

It is clear from the evidence provided by the respondent that a notice was sent by registered mail to the rental premises at least three months prior to the effective date of the rent increase. In my opinion, the meaning of “deemed” contained in section 71(2) means conclusively deemed and is not disputable. Therefore I consider the notice of rent increase served in accordance with the Act and the rent increase effective on July 1, 2005.

The application is therefore dismissed.

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Hal Logsdon  
Rental Officer