

IN THE MATTER between **GWICH'IN PROPERTIES LIMITED**, Applicant, and
SELENA KOWAL, 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 -

SELENA KOWAL

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

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

Hal Logsdon
Rental Officer

IN THE MATTER between **GWICH'IN PROPERTIES LIMITED**, Applicant, and **SELENA KOWAL**, 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-

SELENA KOWAL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 23, 2003

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Colum McCready, representing the applicant
Selena Kowal, respondent

Date of Decision: January 23, 2003

REASONS FOR DECISION

The applicant alleged that following a notice of rent increase, the respondent failed to pay the increased rent for the months of December, 2002 and January, 2003, resulting in rent arrears of \$300. The applicant sought an order requiring the respondent to pay the alleged arrears and to pay future rent on time.

The parties agreed that the tenancy agreement for the premises was month-to-month, commenced on September 1, 2002 and obligated the tenant to pay monthly rent of \$600. The applicant claimed that the notice to the respondent dated August 11, 2002 was served on the respondent by registered mail at the rental premises was a notice of rent increase. I do not agree. The respondent was not a tenant at that time as the tenancy agreement was not executed until September 25, 2002 and the agreement did not commence until September 1, 2002. The former tenant, who I understand was the respondent, had terminated the previous agreement by notice the previous Spring. There was no evidence to suggest that any notice of rent increase was served on her prior to her terminating the tenancy agreement. It would appear from the evidence of historical rent for the premises that the landlord was entitled to rent the premises to the respondent for the higher rent of \$750 in September, 2002 but chose not to. In my opinion, the August 11th letter is only an offer to rent the premises for a rent of \$750 that was subsequently renegotiated by the parties.

Another letter, dated September 27, 2002 was sent to the respondent at the rental premises by regular mail. The letter outlines a rent increase for the premises to \$750/month to be effective

December 1, 2002. This notice fails to conform with section 47 of the *Residential Tenancies Act* as it does not provide a clear three months notice prior to the effective date of the increase. As well, the notice fails to conform with section 71 of the Act in that it was not send by registered mail or personally served on the tenant. The respondent claims that the letter was never received. From the evidence provided, it can not be established with certainty that the notice was received by the respondent. In my opinion, the September 27 notice is of no effect.

No other evidence of written notice was provided. In my opinion, the respondent was not served with a notice of rent increase in accordance with the *Residential Tenancies Act* and no increase in rent was justified. Therefore I find no rent arrears and shall accordingly dismiss the application.

Hal Logsdon
Rental Officer