

IN THE MATTER between **GWICH'IN PROPERTIES LIMITED**, Applicant, and **RALPH DELINE**, 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 -

RALPH DELINE

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 one thousand two hundred dollars (\$1200.00).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of March, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **GWICH'IN PROPERTIES LIMITED**, Applicant, and **RALPH DELINE**, 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-

RALPH DELINE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 7, 2003

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Colum McCready, representing the applicant

Date of Decision: March 7, 2003

REASONS FOR DECISION

The respondent was served with a Notice of Attendance by registered mail sent on February 21, 2003 but could not be contacted by phone at the appointed time of the teleconference hearing. The hearing was held in his absence.

The applicant alleged that following a rent increase from \$600 to \$750 effective December 1, 2002 the respondent failed to pay the increased amount of rent and failed to pay any rent in the month of March, 2003. The applicant sought an order requiring the respondent to pay the alleged rent arrears of \$1200 and to pay future rent on time.

The applicant provided a copy of the written tenancy agreement which commenced on September 1, 2002 and runs from month-to-month. The agreement sets out a rent for the premises of \$750.00. The applicant testified that he had demanded only \$600/month for the months of September, October and November because other tenants had been given notices of rent increases effective on December 1, 2002 and he wished to implement similar rent increase dates for all premises in the portfolio. The applicant also indicated that the respondent had taken possession of the premises in August, 2002 and that a notice of rent increase had been served on the respondent that month, raising the rent to \$750 effective December 1, 2002. The notice, dated August 11, 2002 was entered as evidence. The applicant also testified that the rent for the premises had not been increased in the twelve months prior to December 1, 2002.

In my opinion, the rent increase is in accordance with the provisions of the *Residential Tenancies Act*. There was both sufficient notice and no previous increase for the premises in the previous twelve months. Notwithstanding the dispute regarding the amount of rent due, it is also apparent that the respondent has failed to pay the rent on time. The written tenancy agreement between the parties requires payment of the rent on the first day of the month.

I find the respondent has breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$1200, calculated as follows:

Unpaid rent (December-February)	\$450
March rent	<u>750</u>
Total Arrears	\$1200

An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$1200 and to pay all future rent on time.

Hal Logsdon
Rental Officer