

IN THE MATTER between **ALFRED LANDRY AND MAUREEN DAIGNEAULT**,
Applicants, and **SATDEO INC.**, Respondent;

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

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **HAY RIVER, NT.**

BETWEEN:

ALFRED LANDRY AND MAUREEN DAIGNEAULT

Applicants/Tenants

- and -

SATDEO INC.

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. The lawful monthly rent for the premises known as 1408 - 3 Capital Drive, Hay River, NT is one thousand one hundred fifty dollars (\$1150.00). There has been no overpayment of rent. Therefore there is no order required.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of
December, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **ALFRED LANDRY AND MAUREEN DAIGNEAULT**,
Applicants, and **SATDEO 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.

BETWEEN:

ALFRED LANDRY AND MAUREEN DAIGNEAULT

Applicants/Tenants

-and-

SATDEO INC.

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: December 13, 2011

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Alfred Landry, applicant
Maureen Daigneault, applicant
Olly Das, representing the respondent

Date of Decision: December 13, 2011

REASONS FOR DECISION

The applicants alleged that after entering into a verbal tenancy agreement commencing on or about October 1, 2011 for a monthly rent of \$1150, the respondent raised the rent retroactively to \$1300 without giving notice. The applicant sought a confirmation that the lawful rent for the premises is \$1150. The applicants stated that they had paid rent of \$1150 and had refused to pay the increased amount. There was no application from the landlord.

The applicants stated that they met with the landlord on September 23, 2011 and agreed that apartment 1408 would be rented to them for \$1150/month. There was no written tenancy agreement. The applicants were provided with keys to the apartment and took possession on or about October 1, 2011. The applicants stated that an agent of the landlord advised them on October 8, 2011 that the rent for the apartment was, in fact, \$1300, and a notice to that effect, dated October 8, 2011 was served on them.

The respondent's representative acknowledged that the apartment was offered to the applicants for a monthly rent of \$1150 and was subsequently changed to \$1300 after the applicants took possession. She stated that the landlord was unaware that the apartment had been recently renovated and that renovated apartments were offered for \$1300/month.

Section 9(1) of the *Residential Tenancies Act* permits tenancy agreements to be oral, written or implied.

9. (1) A tenancy agreement may be oral, written or implied.

Section 47 of the *Residential Tenancies Act* sets out provisions for rent increases.

- 47. (1) Notwithstanding a change in landlord, no landlord shall increase the rent in respect of a rental premises until 12 months have expired from**
- (a) the date the last increase in rent for the rental premises became effective; or**
 - (b) the date on which rent was first charged, where the rental premises have not been previously rented.**
- (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.**

Clearly, an oral tenancy agreement was formed on September 23, 2011 for apartment 1408 and a monthly rent of \$1150 was established. The amount of \$1300 later demanded constitutes a rent increase and is subject to the provisions of section 47 regardless of whether the apartment had been renovated or not. The notice given is not sufficient and therefore the lawful rent for the premises is \$1150/month until it is increased in accordance with the Act.

There is no order required in this matter as the applicants have not paid the increased amount and no refund of rent is necessary.

Hal Logsdon
Rental Officer