

Rent increases

Timing of rent increases

Rent cannot be increased for the first twelve (12) months after entering into a new tenancy agreement. Afterwards, rent can only increase once a year.

Landlords must give their tenant(s) the Notice of rent increase form three (3) months' before the increase is going to take effect.

If there is a term in a tenancy agreement that there will be additional rent because there are more people moving in, this is not considered a rent increase. For example: The owner rents out to a person who plans to have a relative come join them. The owner and tenant sign a tenancy agreement that states that the rent will be \$1000 per month for the first person. When the relative moves in, the rent will be \$1500 per month. This is not considered a rent increase.

Landlords cannot provide or use algorithmic computer technology such as Artificial Intelligence (AI) to evaluate or set a rental amount.

Maximum rent increases

Maximum rent increases are set out in the Regulations. The increase cannot be more than the average percentage change in Whitehorse's Consumer Price Index over two calendar years. The rent index is updated each year and is published by the Residential Tenancies Office. The rent adjustment year runs from May 15 of one year until May 14 of the next year.

Rent increases in sublets

When the original tenant rents all or part of the rental unit to a tenant, this is a sublet. Rent increase rules for sublets are the same as for other tenancies.

Rent increases in owner-occupied living accommodation

When a tenant shares bathroom or kitchen facilities with the owner of the home, most of the *Residential Tenancies Act* does not apply. The only rule that applies to these types of arrangements are the rent increase rules. This means that the owner of the home must follow the *Residential Tenancies Act* and Regulations if they want to increase rent.

The timing and notice of rent increases for shared accommodation is the same as for other rental agreements.

No increases are permitted for at least twelve (12) months after:

- the start of the tenant's rental agreement; or
- the date of the last increase

Extraordinary expenses

A landlord can apply for an additional increase of up to three (3) per cent for up to three (3) consecutive years if they have incurred extraordinary (unusual or unexpected) expenses for:

- Major renovations that are required to meet minimum health, safety and housing standards,
- Renovations that improve the security or the energy efficiency of the rental property, or
- Renovations that reduce the vulnerability of the residential property to wildfires.

To apply for this rent increase, the owner/landlord must fill out the application, pay the fee and provide receipts or evidence of the need, completion and payment of the expense. Applications must be submitted to the Residential Tenancies Office within twelve (12) months of incurring the extraordinary expenses. The tenant(s) will have an opportunity to respond to the landlord's application.

Below market value

A landlord can apply for an additional rent increase of up to three (3) per cent for three (3) consecutive years if they have purchased a rental property and the current rent is below market value. The owner/landlord must fill out the application, pay the fee and submit supporting documentation to the Residential Tenancies Office. The tenant(s) will have an opportunity to respond to the landlord's application within twelve (12) months of the landlord purchasing that property.