

IN THE MATTER between **ULUKHAKTOK HOUSING ASSOCIATION**, Applicant,
and **IRENE AKHIATAK**, 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 **ULUKHAKTOK, NT.**

BETWEEN:

ULUKHAKTOK HOUSING ASSOCIATION

Applicant/Landlord

- and -

IRENE AKHIATAK

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a), 83(2) of the *Residential Tenancies Act*, the previous order (File #20-8858, Filed on February 20, 2006) is rescinded and the respondent shall pay the applicant rent arrears in the amount of one thousand three hundred seventy six dollars and thirty nine cents (\$1376.39) according to the following schedule:

\$458.80 payable on December 1, 2006

\$458.80 payable on January 2, 2007

\$458.79 payable on February 1, 2007

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 16th day of November, 2006.

Hal Logsdon
Rental Officer

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BETWEEN:

ULUKHAKTOK HOUSING ASSOCIATION

Applicant/Landlord

-and-

IRENE AKHIATAK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 15, 2006

Place of the Hearing: Ulukhaktok, NT via teleconference

Appearances at Hearing: Karen Kitekudlak, representing the applicant

Date of Decision: November 15, 2006

REASONS FOR DECISION

The respondent was personally served with a Notice of Attendance on November 7, 2006 but failed to appear at the hearing. The hearing was held in her absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$5748.39. The ledger indicates that the full, unsubsidized rent was charged for the months of October and November, 2006. The applicant stated that she believed that the respondent had provided some income information to the Income Security Officer but the Housing Association had not received any subsidy or been advised of the amount of rent due from the tenant for October and November, 2006.

The evidence suggests that the respondent has probably provided income information to the Income Security Officer. The application of the full, unsubsidized rent is therefore not appropriate. As the Income Security Officer has not yet advised the landlord or the tenant of the rent owing for October or November, 2006, I am unable to determine those rents. However, the ledger indicates rent arrears of \$1376.39, not including the rent for October and November, 2006.

Rent arrears as at September 30, 2006	\$3780.39
Payment - October 16/06	(250.00)
Payment - October 31/06	<u>(2154.00)</u>
Amount owing applicant	\$1376.39

A previous order (File #20-8858, Filed on February 20, 2006) required the respondent to pay rent arrears of \$1160 in monthly installments of \$100. The applicant stated that they would be satisfied to permit the tenancy agreement to continue if the rent arrears were paid in installments of \$500/month along with the rent.

I find the respondent in breach of her obligation to pay rent and in breach of the previous order. I find the rent arrears to be \$1376.39. An order shall issue requiring the respondent to pay the rent arrears in three monthly payments and to pay future rent on time.

Should the respondent fail to pay the rent arrears in accordance with this order or fail to pay the monthly rent on time, the applicant may file another application seeking full payment of the outstanding amounts and termination of the tenancy agreement.

Hal Logsdon
Rental Officer