

IN THE MATTER between **ULUKHAKTOK HOUSING ASSOCIATION**, Applicant,
and **EARL 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 -

EARL AKHIATAK

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 84(2) of the *Residential Tenancies Act*, the previous order (File #20-8859, filed on February 20, 2006) is rescinded and the respondent is ordered to pay the applicant rent arrears in the amount of thirteen thousand four hundred ninety four dollars (\$13,494.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of four hundred ten dollars and eighty three cents (\$410.83).

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3. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit 78, Lot 10, Block 17, Ulukhaktok, NT shall be terminated on April 30, 2007 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 18th day of April, 2007.

Rental Officer

Hal Logsdon

IN THE MATTER between **UKUKHAKTOK HOUSING ASSOCIATION**, Applicant,
and **EARL 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.

BETWEEN:

ULUKHAKTOK HOUSING ASSOCIATION

Applicant/Landlord

-and-

EARL AKHIATAK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 17, 2007

Place of the Hearing: Ulukhaktok, NT

Appearances at Hearing: Karen Kitekudlak, representing the applicant

Date of Decision: April 17, 2007

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises and confirmed delivered. The respondent failed to appear at the hearing and the hearing was heard in his absence.

This matter was originally scheduled for hearing on November 15, 2006. The matter was adjourned as the respondent was not served with a Notice of Attendance as he had left the community for a period of time. The applicant stated that the respondent has again left the community without indicating when he will return.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay for repairs to the rental premises. A previous order (File #20-8859, filed on February 20, 2006) required the respondent to pay rental arrears of \$960 in monthly installments of \$50 until the rent arrears were paid in full and to pay future rent on time. The applicant alleged that the respondent had breached the order. The applicant asked that the previous order be rescinded, and the respondent be ordered to pay all rent arrears and repair costs and the tenancy agreement terminated.

The applicant provided a rent ledger in evidence which indicated a balance of rent owing in the amount of \$13,494. The full unsubsidized rent has been applied for the months of August, September, October, November and December, 2006 and January, February March and April, 2007. The applicant testified that the respondent had failed to provide any income information for those months on which to calculate a subsidized rent. The rent ledger indicates that no payments whatsoever have been made by the respondent since May 8, 2006.

The applicant also provided a copy of the tenant damage ledger which indicated repair costs owing in the amount of \$410.83. The applicant provided five work orders and invoices outlining the nature of the repairs. All involved assisting the respondent to gain access to the premises because he had locked himself out.

The evidence indicates that the respondent has ignored the previous order to pay his rent on time and to pay rental arrears. The respondent also appears to have ignored his obligation to report his household income, causing the landlord to assess the full economic rent. It is clear from the evidence that the respondent has little or no intention to comply with his obligation to pay rent, his obligation to pay for repairs, his obligation to report his income or to comply with the previous order of a rental officer. In my opinion there are sufficient grounds to terminate the tenancy agreement.

I find the respondent in breach of his obligation to pay rent and to pay for repair costs. I find the application of the economic rent reasonable. I find the rent arrears to be \$13,494 and the repair costs to be \$410.83. The previous order shall be rescinded and an order issued requiring the respondent to pay the applicant rent arrears of \$13,494 and repair costs of \$410.83. The tenancy agreement shall be terminated in April 30, 2007 and the respondent shall vacate the premises on that date.

Hal Logsdon
Rental Officer