

IN THE MATTER between **ULUKHAKTOK HOUSING ASSOCIATION**, Applicant,  
and **ALLEN POGOTAK AND HELEN POGOTAK**, Respondents;

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 -

**ALLEN POGOTAK AND HELEN POGOTAK**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 84(3) of the *Residential Tenancies Act*, the previous order (file #20-9241, filed on December 14, 2006) is rescinded and the respondents are ordered to pay the applicant rent arrears in the amount of seven thousand five hundred fifty nine dollars (\$7559.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit 63, Lot 6, Block 17, Ulukhaktok, NT shall be terminated on January 18, 2008 and the respondents shall vacate the premises on that date, unless the rent arrears in the amount of seven thousand five

hundred fifty nine dollars (\$7559.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of  
December, 2007.

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**ALLEN POGOTAK AND HELEN POGOTAK**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** December 12, 2007

**Place of the Hearing:** Ulukhaktok, NT via teleconference

**Appearances at Hearing:** Karen Kitekudlak, representing the applicant

**Date of Decision:** December 12, 2007

**REASONS FOR DECISION**

The respondents were served with Notices of Attendance sent by registered mail and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

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

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$12,693. The full unsubsidized rent of \$2567 has been charged for the months of September, 2007 and December, 2007. The applicant stated that the Income Security Officer position in the community had been vacant for some time. The applicant was unsure if the respondents had reported the household income in accordance with the tenancy agreement in order to calculate rents based on income for those months.

I am unable to determine from the evidence if the respondents have complied with their obligation to report the household income as there is no information available from the Income Security Officer. The fact that the landlord has not received their subsidy for those months does not necessarily justify the application of the full unsubsidized rent. Consequently, I can not consider the full unsubsidized rent to be reasonable nor can I determine what the rent for

September and December, 2007 should be. Ignoring those months I find rent arrears in the amount of \$7559 calculated as follows:

Rent arrears as per ledger	\$12,693
less September/07 rent	(2567)
less December/07 rent	<u>(2567)</u>
Rent arrears	\$7559

A previous order (file# 20-9241, filed on December 14, 2006) required the respondents to pay rent arrears of \$4885 in monthly installments of \$500.

I find the respondents in breach of their obligation to pay rent and in breach of the previous order.

I find the rent arrears to be \$7559. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue rescinding the previous order and requiring the respondents to pay rent arrears in the amount of \$7559. The tenancy agreement between the parties shall be terminated on January 18, 2008 unless that amount is paid in full.

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Hal Logsdon  
Rental Officer