

IN THE MATTER between **ULUKHAKTOK HOUSING ASSOCIATION**, Applicant,
and **ALLEN POGOTAK**, 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 **ULUKHAKTOK, NT**.

BETWEEN:

ULUKHAKTOK HOUSING ASSOCIATION

Applicant/Landlord

- and -

ALLEN POGOTAK

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of fourteen thousand three hundred fifty five dollars and ninety cents (\$14,355.90).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of five hundred fifty six dollars and twenty six cents (\$556.26).
3. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit 82, Block 14, Lot 1, Ulukhaktok, NT

shall be terminated on July 31, 2011 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of July,
2011.

Hal Logsdon
Rental Officer

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

ALLEN POGOTAK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **June 23, 2011**

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

Appearances at Hearing: **Sadie Joss, representing the applicant**

Date of Decision: **July 7, 2011**

REASONS FOR DECISION

The respondent was personally served with a Notice of Attendance but failed to appear at the hearing. The hearing was held in his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the rental premises. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs, terminating the tenancy agreement between the parties and evicting the respondent. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$51,489.43. The full unsubsidized rent of \$1720 has been charged from January 1, 2010 to June 30, 2011. The applicant stated that the respondent had provided some income information but she believed it to be incomplete. In my opinion, the application of the full unsubsidized rent is not reasonable. The applicant had no direct knowledge of why the unsubsidized rent was applied by a third party subsidy agent prior to June 1, 2010. After June 1, 2010 the rent should have been based on the income information provided to the applicant even though regarded as incomplete. This is consistent with previous NWT Supreme Court decisions, particularly *Inuvik Housing Authority vs. Koe* [1992] N.W.T.R.9. As there was no income information available at the hearing, I was unable to determine what these rents should be.

A copy of the tenant damages ledger was also provided which indicated a balance owing in the amount of \$556.26.

A previous order (file 20-9241, filed on December 14, 2006) required the respondent to pay rent arrears of \$4885 in monthly payments along with the monthly rent. That order was breached and rescinded (file #20-9830, filed on December 12, 2007) and the respondent was required to pay the applicant rent arrears of \$7559. That order also terminated the tenancy agreement on January 18, 2008 unless that amount was paid in full. Since that order was issued the respondent has paid \$2522.47 and a subsidy of \$1430 was applied leaving an unsatisfied balance of \$3606.53.

Although the order terminated the tenancy agreement, the applicant entered into another tenancy agreement with the respondent on April 1, 2009.

Ignoring the unsubsidized rents charged from January 1, 2010 to June 30, 2011 I find rent arrears in the amount of \$17,962.43 calculated as follows:

Balance as per ledger	\$51,489.43
Less unsubsidized rents (18 months x \$1720)	(30,960.00)
Less September/07 rent previously denied	<u>(2567.00)</u>
Rent arrears	\$17,962.43

Taking into consideration the unsatisfied portion of the previous order, an order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$14,355.90. I calculate that amount as follows:

Rent arrears	\$17,962.43
Less unsatisfied balance of previous order	<u>(3,606.53)</u>
Order for rent	\$14,355.90

I find the repair costs of \$556.26 to be reasonable. The order shall require the respondent to pay the applicant repair costs of \$556.26.

In my opinion there are sufficient grounds to terminate the tenancy agreement. The respondent has paid no rent whatsoever since December, 2010. He has breached the last two orders issued. The order shall terminate the tenancy agreement between the parties on July 31, 2011. An eviction order to be effective on August 1, 2011 shall be issued separately.

Hal Logsdon
Rental Officer