

IN THE MATTER between **SACHS HARBOUR HOUSING ASSOCIATION**,
Applicant, and **EDITH HAOGAK**, 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 **SACHS HARBOUR, NT**.

BETWEEN:

SACHS HARBOUR HOUSING ASSOCIATION

Applicant/Landlord

- and -

EDITH HAOGAK

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 eight thousand eight hundred sixty five dollars and ninety four cents (\$8865.94).
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 7th day of May,
2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **SACHS HARBOUR HOUSING ASSOCIATION**,
Applicant, and **EDITH HAOGAK**, 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:

SACHS HARBOUR HOUSING ASSOCIATION

Applicant/Landlord

-and-

EDITH HAOGAK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 11, 2014

Place of the Hearing: Sachs Harbour, NT

Appearances at Hearing: Marjorie Hansen, representing the applicant (by
telephone)

Date of Decision: April 15, 2014

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail. At the time of the hearing, there was no confirmation of delivery but the item was mailed January 15, 2014. As the hearing was not held until February 11, 2014 it is not unreasonable, in my opinion, to deem the Notice of Attendance served in accordance with section 71(5) of the *Residential Tenancies Act*. The respondent failed to appear at the hearing and 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 to pay future rent on time. The premises are subsidized public housing.

The applicant provided tenant ledger cards in evidence which indicated a balance of rent owing in the amount of \$9110.94. The applicant stated that they were not seeking relief for a charge of \$245 which was shown on the ledger as a repair cost. The applicant sought relief only for the rent arrears of \$8865.94. The applicant stated that all of the assessed rent was based on the household income and calculated in accordance with the approved rent scale.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$8865.94. An order shall issue requiring the respondent to pay the applicant rent arrears of \$8865.94 and to pay future rent on time.

Hal Logsdon
Rental Officer