

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

**ANDY AKOAKHION**

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 eleven thousand five hundred sixty dollars (\$11,560.00).
2. Pursuant to section 45(4)(b) of the *Residential Tenancies Act*, the respondent shall not breach his obligation to report the household income in accordance with the tenancy agreement in the future.
3. 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 5th day of  
September, 2014.

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Hal Logsdon  
Rental Officer

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

**ANDY AKOAKHION**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 19, 2014

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

**Appearances at Hearing:** Marjorie Hansen, representing the applicant (by  
telephone)  
Sheila Nasogaluak, representing the applicant  
Sadie Joss, representing the applicant  
Andy Akoakhion, respondent  
Mary Akoakhion, witness for the respondent  
Willie Akoakhion, witness for the respondent

**Date of Decision:** August 28, 2014

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and failing to report the household income in accordance with the tenancy agreement. The applicant sought an order requiring the respondent to pay the alleged rent arrears, comply with his obligation to report the household income and to pay the monthly rent on time. The premises are subsidized public housing.

There were numerous written tenancy agreements executed by the parties, some with the respondent as sole tenant, others with the respondent and his wife as joint tenants and one with his wife as sole tenant. All of the tenancy agreements were monthly periodic agreements. The applicant stated that the respondent's wife was the sole tenant from April 1, 2010 to March 31, 2011 and therefore the arrears which accrued during this period, although on the ledger, were not the responsibility of the respondent.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$15,058. Of this amount, the applicant sought only \$11,854 representing the rent arrears which had accrued only during the periods when the applicant was the tenant. The applicant has calculated the arrears allegedly owing in the following manner:

Rent arrears from April 1/09 to May 31, 2010	\$5038
Rent arrears from April 1/11 to present	<u>6816</u>
Total	\$11,854

The applicant testified that all of the assessed rent had been adjusted to the respondent's household income in accordance with the approved rent scale.

The respondent offered no evidence to dispute the alleged rent arrears or the alleged failure to report the household income.

It is unclear why the applicant executed so many monthly tenancy agreements. The applicant stated that the tenancy agreement with the respondent's wife as sole tenant was executed with her alone because the respondent was "not available". In any case, the application was filed against Andy Akoakhion and clearly he cannot be held responsible for rent which accrued when he was not a tenant, even though it appears he occupied the premises during this period.

My review of the tenancy agreements and tenant ledger indicates that the tenancy agreement between the applicant and the respondent's wife as sole tenant commenced on May 3, 2011 not April 1, 2011. Therefore the applicant's calculation of the rent owing by Andy Akoakhion is incorrect. I calculate the rent arrears to be \$11,560 as follows:

Rent arrears from April 1/09 to May 31, 2010	\$5038
Rent arrears from May 3, 2011 to present	<u>6522</u>
Total	\$11,560

The ledger also indicates that although all of the rent assessed has now been adjusted to income, the full unsubsidized rent has been assessed on numerous occasions and subsequently adjusted when the respondent reported the household income. I find that the respondent has previously

been in breach of his obligation to report the household income monthly as required.

I find the respondent in breach of his obligation to pay rent. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$11,560 and to comply with his obligations to report the household income and pay rent on time in the future.

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Hal Logsdon  
Rental Officer