

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 fifty nine thousand sixty four dollars and fifty three cents (\$59,064.53).
2. Pursuant to sections 45(4)(a) and 45(4)(b) of the *Residential Tenancies Act*, the respondent shall comply with his obligation to report the household income in accordance with the tenancy agreement and shall not breach that obligation again.

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 18th day of September, 2014.

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 18, 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

Date of Decision: September 4, 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 and the notice was returned unclaimed. The applicant stated that the respondent was still in possession of the rental premises. In my opinion, it is not unreasonable to deem the notice served pursuant to section 71(5) of the *Residential Tenancies Act*. The respondent failed to appear at the hearing and 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 report the household income in accordance with the tenancy agreement. 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 \$59,064.53. There are numerous applications of the full unsubsidized rent going back as far as July, 2006 with subsequent retroactive adjustments. The applicant stated that the full unsubsidized rent had been applied when the respondent failed to provide any income information and subsequently adjusted when the information was produced. The applicant stated that a credit entry dated June 12, 2014 for \$23,344 represented an adjustment for 22 months in 2010 and 2012. The applicant stated the rents applied from April 2013 to present still remain unadjusted.

An order was issued on December 14, 2006 requiring the respondent to pay rent arrears in

monthly installments of \$500. This order was breached and an order issued on December 12, 2007 rescinding the 2006 order and terminating the tenancy agreement on January 18, 2008 unless rent arrears of \$7559 were paid. The arrears were not paid, but the applicant stated that the tenancy agreement was reinstated. Yet another order was issued on July 7, 2011 ordering the payment of \$14,355.50 in rent arrears and terminating the tenancy agreement on July 31, 2011. An eviction order to be effective on August 1, 2011 was also issued. The applicant stated that the tenancy agreement was again reinstated. Another order was issued on June 26, 2012 ordering the respondent to report the household income in accordance with the tenancy agreement.

After a review of the previous orders, the numerous retroactive adjustments and the payments made by the respondent since the previous orders and applying all of the credits and payments first to the satisfaction of the previous orders, I find that the previous monetary sums contained in the previous orders have been satisfied. Therefore, the last balance indicated on the tenant ledger represents the cumulative arrears of rent since the last order was issued.

I find the respondent in breach of his obligation to pay rent and find the application of the full unsubsidized rent to be reasonable. I find the rent arrears to be \$59,064.53. I find the respondent to be in breach of his obligation to report the household income in accordance with the tenancy agreement.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$59,064.53 and to pay future rent on time. The applicant shall also be ordered to comply with his obligation to report the household income in accordance with the tenancy agreement and to not breach that obligation again.

Hal Logsdon
Rental Officer