

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,
Applicant, and **LUCKY JONAS POKIAK**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act") as amended;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **TUKTOYAKTUK, NT**.

BETWEEN:

TUKTOYAKTUK HOUSING ASSOCIATION

Applicant/Landlord

- and -

LUCKY JONAS POKIAK

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 six thousand two hundred forty dollars and sixty two cents (\$6240.62).
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 #215, Tuktoyaktuk, NT shall be terminated on January 31, 2015 and the respondent shall vacate the premises on that date, unless the rent arrears of six thousand two hundred forty dollars and sixty two cents (\$6240.62) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 18th day of
November, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,
Applicant, and **LUCKY JONAS POKIAK**, 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:

TUKTOYAKTUK HOUSING ASSOCIATION

Applicant/Landlord

-and-

LUCKY JONAS POKIAK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 13, 2014

Place of the Hearing: Tuktoyaktuk, NT via teleconference

Appearances at Hearing: Lucille Pokiak, representing the applicant

Date of Decision: November 13, 2014

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. 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 sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement. The premises are subsidized public housing.

The applicant provided a copy of the tenant rent ledger which indicated a balance of rent owing of \$6240.62.

I find the ledger in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$6240.62. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$6240.62 and terminating the tenancy agreement on January 31, 2015 unless those rent arrears are paid in full.

Hal Logsdon
Rental Officer