

IN THE MATTER between **Ulukhaktok Housing Association**, Applicant, and **Joshua Oliktoak**, 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, **Adelle Guigon**, Deputy Rental Officer, regarding a rental premises within **the hamlet of Ulukhaktok in the Northwest Territories**.

BETWEEN:

ULUKHAKTOK HOUSING ASSOCIATION

Applicant/Landlord

- and -

JOSHUA OLIKTOAK

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent must pay to the applicant rental arrears in the amount of \$4,787.00 (four thousand seven hundred eighty-seven dollars).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent must pay his rent on time in the future.
3. Pursuant to sections 45(4)(a) and 45(4)(b) of the *Residential Tenancies Act*, the respondent must comply with his obligation to report household income in accordance with section 6 of his tenancy agreement and must not breach that obligation again.

4. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondent must pay to the applicant a minimum of \$200 per month towards rental arrears starting in December 2014 and each month thereafter until all rental arrears are paid in full.
5. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as Unit 092 in Ulukhaktok, Northwest Territories, will terminate January 31, 2015, unless the minimum monthly installments and rents for December 2014 and January 2015 are paid on time and the household income is reported for September 2013 to January 2015.
6. Pursuant to sections 63(4)(b) and 83(2) of the *Residential Tenancies Act*, if the tenancy agreement between the parties terminates January 31, 2015, the respondent must compensate the applicant for use and occupation of the rental premises known as Unit 092 in Ulukhaktok, Northwest Territories, at a rate of \$47.51 for each day the respondent remains in the rental premises after January 31, 2015.

DATED at the City of Yellowknife in the Northwest Territories this 1st day of December 2014.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **Ulukhaktok Housing Association**, Applicant, and **Joshua Oliktoak**, 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 **Adelle Guigon**, Deputy Rental Officer.

BETWEEN:

ULUKHAKTOK HOUSING ASSOCIATION

Applicant/Landlord

-and-

JOSHUA OLIKTOAK

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 25, 2014
<u>Place of the Hearing:</u>	Ulukhaktok, Northwest Territories, by teleconference
<u>Appearances at Hearing:</u>	Sheila Nasogaluak, representing the applicant Sadie Joss, representing the applicant Joshua Oliktoak, respondent
<u>Date of Decision:</u>	November 25, 2014

REASONS FOR DECISION

An application to a rental officer made by Ulukhaktok Housing Association as the applicant/landlord against Joshua Oliktoak as the respondent/tenant was filed by the Rental Office August 19, 2014. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as Unit 092 in Ulukhaktok, Northwest Territories. The applicant personally served a copy of the filed application on the respondent September 9, 2014.

The applicant alleged in the application the respondent had accumulated rental arrears and sought an order for payment of rental arrears and eviction. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for November 25, 2014, in Ulukhaktok, Northwest Territories. Ms. Sheila Nasogaluak and Ms. Sadie Joss appeared representing the applicant. Mr. Joshua Oliktoak appeared as respondent.

The applicant testified Mr. Oliktoak has been a tenant in subsidized public housing since August 2005; he began accumulating rental arrears in October 2005. All rent up to August 2013 has been assessed a subsidy based on reported income; since August 2013 no further reports of household income have been submitted by Mr. Oliktoak. The reporting of household income is required to calculate any subsidies to rent the tenant might be eligible for. As a result of failing to report household income, the maximum monthly rent of \$1,445 has been applied since September 2013. Mr. Oliktoak has made no payments against his rent account since July 2012. The current total rental arrears are \$49,771.

The applicant has brought Mr. Oliktoak before the rental officer twice previously, resulting in the following orders:

20-12787 dated June 1, 2012, requiring payment of rental arrears of \$25,013, requiring compliance with the obligation to report household income, and requiring future rent be paid on time;

20-13676 dated August 15, 2014, requiring payment of rental arrears of \$19,971, requiring compliance with the obligation to pay utilities, and requiring that the obligation to pay utilities not be breached again.

Neither of these orders have been complied with in full, as evidenced by the current total rental arrears, even after rents were re-assessed due to the subsequent submission of monthly household income reports. The applicant reiterated their request for an order for payment of rental arrears and indicated they would be satisfied with a conditional termination order for January 31, 2015, and eviction.

Mr. Oliktoak did not dispute the allegations. He stated he is working full time for the hamlet and wants to make payments to resolve the arrears. He said he could afford to pay \$200 per month towards the rental arrears in addition to his assessed rent.

Tenancy agreement

The tenant ledger cards entered into evidence support the applicant's testimony that the respondent's tenancy began in April 2005 and has been continuous since then. The residential tenancy agreement dated July 7, 2011, was entered into evidence indicating an agreement for subsidized public housing between the parties starting May 3, 2011. The respondent did not dispute the commencement of the tenancy. I am satisfied a valid tenancy agreement for subsidized public housing is in place between the parties in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears and reporting of household income

The tenant ledger cards entered into evidence reflect the landlord's accounting of monthly assessed rent and payments received on the respondent's rent account. The respondent did not dispute the accuracy of the tenant ledger cards. I am satisfied the tenant ledger cards accurately reflect the status of the respondent's rent account.

The tenant ledger cards support the applicant's testimony that the respondent has been repeatedly and substantially late reporting household income, and has not in fact reported his household income since August 2013. Section 6 of the residential tenancy agreement specifies the requirement of the tenant to report total household income. I find the respondent has failed to comply with his obligation to report his total household income as required. A condition of rental officer order number 20-12787 required the respondent to comply with his obligation to report household income; I find the respondent has failed to comply with a rental officer order.

The tenant ledger cards reflect the application of maximum monthly rent of \$1,445 for the months of September 2013 to November 2014 as a result of the respondent's failure to report household income. I am satisfied this is appropriate. I find the respondent has accumulated rental arrears in the amount of \$49,771.

Rental officer order number 20-12787 dated June 1, 2012, and rental officer order number 20-13676 dated August 15, 2014, order the payment of rental arrears in the amounts of \$25,013 and \$19,971, respectively, for a total previously ordered amount of \$44,984. The last payment made by the respondent against his rent account was in July 2012. Both orders remain in effect and enforceable. Subtracting the previously ordered total amount of \$44,984 from the current accumulated rental arrears of \$49,771 results in additional rental arrears in the amount of \$4,787. I find the respondent has failed to comply with his obligation to pay rent when it is due and has failed to comply with two rental officer orders.

Termination of the tenancy agreement, eviction, and compensation for use and occupation

The substantial amount of rental arrears and failure of the respondent to make any efforts whatsoever to resolve the arrears justifies the termination of this tenancy. The respondent's commitment to begin making regular payments against his rental arrears and to pay his rent on time are difficult to believe given the historical pattern of behaviour evidenced by the applicant's testimony and the tenant ledger cards. However, the applicant has indicated a desire to conditionally permit the respondent an opportunity to prove himself. I am satisfied a conditional termination order is justified in this instance, albeit with a short turnaround time, and will issue an eviction order and compensation for use and occupation post-termination should the termination of the tenancy become effective.

An order will issue requiring Mr. Joshua Oliktoak: to pay rental arrears in the amount of \$4,787; to pay future rent on time; to comply with his obligation to report household income; to pay a minimum of \$200 per month towards rental arrears starting in December 2014 and each month thereafter until all rental arrears are paid in full; terminating the tenancy agreement January 31, 2015, unless the minimum monthly installments and rents for December 2014 and January 2015 are paid on time and the household income is reported for the months of September 2013 to January 2015; evicting him from the rental premises February 1, 2015, if the tenancy terminates January 31, 2015; and to compensate the applicant for use and occupation of the rental premises at a rate of \$47.51 for each day the respondent remains in the rental premises after January 31, 2015, if the tenancy terminates that day. The eviction order will follow under separate cover.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Residential tenancy agreement dated July 7, 2011
- Exhibit 2: Agreement to pay \$75 per month towards rental arrears starting January 2012 signed by respondent January 25, 2012
- Exhibit 3: Applicant's rental officer hearing correspondence to respondent dated June 30, 2014
- Exhibit 4: Applicant's NWTPC - non payment of power correspondence to respondent dated June 30, 2014
- Exhibit 5: Applicant's no subsidy done, no payment made, arrears building up correspondence dated August 6, 2014
- Exhibit 6: Tenant ledger cards for rent from April 2005 to August 2014
- Exhibit 7: Applicant's outstanding rental arrears correspondences to respondent dated: September 8 and September 24, 2014
- Exhibit 8: Applicant's outstanding amount owing - 3rd notice (45 days) correspondence to respondent dated October 2, 2014
- Exhibit 9: Tenant ledger card for rent from March 2014 to November 2014