

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 one thousand five hundred fifty nine dollars and seventy cents (\$1559.70).
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 82, Ulukhaktok, NT shall be terminated on September 30, 2015 and the respondent shall vacate the premises on that date unless rent arrears for the months of July, 2014 to and including June, 2015 in the amount of one thousand five hundred fifty nine dollars and seventy cents (\$1559.70) have

been paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 18th day of August,  
2015.

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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:**                      **July 29, 2015**

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

**Appearances at Hearing:**                      **Sheila Nasogaluak, representing the applicant**  
   **Sadie Joss, representing the applicant**

**Date of Decision:**                      **August 18, 2015**

**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 and evicting the respondent. The premises are subsidized public housing.

The applicant provided tenant ledger cards in evidence which outlined rent assessments, payments and adjustments to rent assessments from April 30, 2013 to March 31, 2015. The closing balance at March 31, 2015 was shown as \$44,050.59.

The applicant also provided a lease balance statement in evidence which outlined rent assessments and payments from April 1, 2015 to July 9, 2015. There are three opening balances on this statement which apparently represent three different tenancy agreements. The sum of these opening balances is \$41,756.85. Clearly, there are adjustments and/or payments which do not appear on either statement. The closing balance on this statement is \$41,680.49. The applicant sought relief in this amount.

The applicant also provided a lease ledger which contained a myriad of adjustments, not in chronological order which also had a closing balance of \$41,680.49. The applicant was unable to

provide any interpretation of the document which contained one adjustment of nearly \$35,000 noted as a “corrected opening balance for April 1, 2012.” The notations on the lease balance statement suggest that the initial tenancy agreement commenced on that date.

There have been five previous orders issued against the respondent; three as a sole tenant and two as a joint tenant. Three orders provided relief for rent arrears, totalling \$80,979.43. The applicant stated that they have commenced garnishment action. One order (file #20-11995B, filed on July 7, 2011) ordered the eviction of the respondent on August 1, 2011. The applicant did not enforce this order and has entered into another tenancy agreement with the respondent.

The last order (file #20-13681, filed on September 18, 2014) established that the rent arrears as at June 18, 2014 were \$59,064.53 and an order was issued for that amount. Therefore the respondent has judgements to cover arrears up to that date. I need only to consider rent assessments, payments and adjustments from that date to present.

I am satisfied that the parties have had a valid tenancy agreement since June 18, 2014 and that the following transactions have occurred, resulting in a balance of rent owing for the thirteen months since the previous hearing in the amount of \$1559.70.

Rent due since last order	\$4505.00
Payments made	1280.00
CRA remittances	<u>1665.30</u>
Rent arrears since last order	\$1559.70

I note that of the \$4505 rent that has been assessed since the last hearing, the respondent has only

paid \$1280. The remainder has been remitted by Canadian Revenue Agency to the landlord from amounts due to Mr. Pogotak. Clearly, the respondent has made only marginal efforts to comply with his obligation to pay rent. The landlord has also made little effort until recently to enforce the previous orders and has allowed Mr. Pogotak to continue to occupy the premises despite a previous eviction order.

In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears of \$1559.70 are promptly paid. The remainder of the arrears, which I am unable to accurately determine due to the lack of sufficient accounting, appears to be covered by previous orders.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1559.70 and terminating the tenancy agreement on September 30, 2015 unless rent arrears for the months of July, 2014 to and including June, 2015 in the amount of \$1559.70 have been paid in full. An eviction order to be effective on October 1, 2015 unless the arrears are paid in full shall be issued separately.

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Hal Logsdon  
Rental Officer