

IN THE MATTER between **BEHCHOKO KO GHA K'AODEE**, Applicant, and **TINA TLOKKA AND JOHN MIGWI**, Respondents;

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 **BEHCHOKO, NT.**

BETWEEN:

BEHCHOKO KO GHA K'AODEE

Applicant/Landlord

- and -

TINA TLOKKA AND JOHN MIGWI

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act* the respondents shall pay the applicant rent arrears in the amount of twenty eight thousand six hundred ninety one dollars and seventy one cents (\$28,691.71) in monthly payments of one hundred fifty dollars (\$150.00) payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on June 30, 2014.
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of June, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **BEHCHOKO KO GHA K'AODEE**, Applicant, and **TINA TLOKKA AND JOHN MIGWI**, Respondents.

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:

BEHCHOKO KO GHA K'AODEE

Applicant/Landlord

-and-

TINA TLOKKA AND JOHN MIGWI

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: May 29, 2014

Place of the Hearing: Behchoko, NT

Appearances at Hearing: Michael Keohane, representing the applicant
Therese Migwi, representing the applicant
Tina Tlokka, respondent
John Migwi, respondent

Date of Decision: May 29, 2014

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the rental premises. The applicant withdrew their request for an order terminating the tenancy and evicting the respondents in favour of an order requiring them to pay the monthly rent plus an additional \$150/month until the alleged rent arrears and repair costs were paid in full. The premises are subsidized public housing.

The applicant provided copies of the tenant rent ledger and damages ledger in evidence along with eleven tenancy agreements which have been executed since 1998. Some are periodic agreements while others were made for a term. Three of the term agreements were executed with Ms Tlokka as the sole tenant while the remainder are joint tenancy agreements between the applicant and respondents. The applicant stated that they executed the sole tenancy agreements with Ms Tlokka during a period when Mr. Migwi was incarcerated.

The rent ledger indicates a balance owing of \$28,858.62 which represents the cumulative rent arrears from all tenancy agreements. The damages ledger indicates total repair costs of \$2189.44 less payments of \$1639.10 resulting in a balance owing of \$550.34. The applicant testified that all of the rent assessments were based on the reported income of the tenant(s) and calculated in accordance with the approved public housing rent scale.

The respondents did not dispute the rent arrears and stated that they would be able to pay the

monthly rent plus an additional \$150 each month until the rent arrears were paid.

The respondents stated that they remained in a conjugal relationship during the period of Mr. Migwi's incarceration.

The respondents questioned a repair charge of \$266.45 posted on June 25, 2002 and another of \$450.80 posted on March 31, 2007. Neither posting had any noted explanation regarding the repairs undertaken and the applicant had no documentation or knowledge regarding either charge.

In my opinion, notwithstanding the construction of the various tenancy agreements, Mr Migwi remained a tenant during his period of incarceration. A period of incarceration or hospitalization does not deprive you of your right to occupy premises even if you are unable to occupy the premises or execute a tenancy agreement. Unfortunately, a rather ill-conceived policy of executing multiple term agreements with all adult occupants, previously imposed on local housing organizations, created considerable problems of this sort.

I am not prepared to accept the repair charges of \$266.45 and \$450.80 without any documentation or explanation as to their nature. Denying this relief creates a credit in the damages account which I shall apply to rent as follows:

| | |
|------------------------------------|------------------|
| Total repair charges as per ledger | \$2189.44 |
| less denied repair | (266.45) |
| less denied repair | (450.80) |
| less payments as per ledger | <u>(1639.10)</u> |
| credit subtotal | (\$166.91) |
| plus rent arrears as per ledger | <u>28,858.62</u> |
| net rent arrears | \$28,691.71 |

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$28,691.71. An order shall issue requiring the respondents to pay the applicant these arrears in monthly installments of \$150, payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on June 30, 2014. The respondents are also ordered to pay the monthly rent on time.

Should the respondents fail to pay the monthly rent on time or fail to make the monthly payments of arrears as ordered, the applicant may file another application seeking the full payment of any remaining amount and termination of the tenancy agreement and eviction.

Hal Logsdon
Rental Officer