

IN THE MATTER between **BEHCHOKO KO GHA K'AODEE ON BEHALF OF THE NORTHWEST TERRITORIES HOUSING CORPORATION**, Applicant, and **GEORGINA MIGWI**, 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 **BEHCHOKO, NT**.

BETWEEN:

**BEHCHOKO KO GHA K'AODEE ON BEHALF OF THE NORTHWEST  
TERRITORIES HOUSING CORPORATION**

Applicant/Landlord

- and -

**GEORGINA MIGWI**

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 fifteen thousand seven hundred eighty dollars and twenty four cents (\$15,780.24).

2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit 059C, Behchoko, NT shall be terminated on August 31, 2016 and the respondent shall vacate the premises on that date.
3. Pursuant to section 45(4)(b) of the *Residential Tenancies Act* the respondent shall not breach her obligation to report the household income in accordance with the tenancy agreement again.
4. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay the monthly rent on time in the future.

DATED at the City of Yellowknife, in the Northwest Territories this 1st day of March, 2016.

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Hal Logsdon  
Rental Officer

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**GEORGINA MIGWI**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 11, 2016

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

**Appearances at Hearing:** Ella Newhook, representing the applicant  
Georgina Migwi, respondent

**Date of Decision:** February 11, 2016

**REASONS FOR DECISION**

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 a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$15,780.24. The applicant stated that all of the assessed rent had been adjusted to the reported household income but noted that the respondent had frequently failed to provide the household income information when requested.

A previous order (file #19-8767, filed on February 1, 2006) was satisfied.

The respondent did not dispute the allegations and stated that she has recently found employment and intends to make an arrangement with the applicant to pay the rent arrears in an orderly fashion.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$15,780.24. I also find that the respondent has failed to report the household income in the past.

In my opinion, there are sufficient grounds to terminate the tenancy agreement but before an eviction order is considered, the respondent should be given the opportunity to enter into an agreement to pay the rent arrears and given a chance to demonstrate that she will pay the rent and arrears in a consistent manner. The applicant agreed and suggested that the tenancy agreement be allowed to continue to August 31, 2016 and at that time terminated if there was not sufficient progress to address the rent arrears.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$15,780.24 and terminating the tenancy agreement on August 31, 2016. The request for an eviction order is denied at this time. The respondent is also ordered to pay the monthly rent on time and to not breach her obligation to report the household income again.

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Hal Logsdon  
Rental Officer