

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and  
**SHANE WILSON**, 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 **HAY RIVER, NT.**

BETWEEN:

**HAY RIVER HOUSING AUTHORITY**

Applicant/Landlord

- and -

**SHANE WILSON**

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 six hundred sixty three dollars (\$1663.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs of yard clean up in the amount of four hundred six dollars and nineteen cents (\$406.19).
3. 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 2B Neville Place, Hay River,

NT shall be terminated on March 30, 2012 and the respondent shall vacate the premises on that date, unless the rent arrears and yard clean up costs in the total amount of two thousand sixty nine dollars and nineteen cents (\$2069.19) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of February, 2012.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and  
**SHANE WILSON**, 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:

**HAY RIVER HOUSING AUTHORITY**

Applicant/Landlord

-and-

**SHANE WILSON**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 10, 2012

**Place of the Hearing:** Hay River, NT via teleconference

**Appearances at Hearing:** Christine Smith, representing the applicant

**Date of Decision:** February 10, 2012

**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 by failing to leave the yard of his former premises in an orderly state. The applicant sought an order requiring the respondent to pay the alleged rent arrears and yard clean up costs and terminating the tenancy agreement unless the arrears and clean up costs were paid. The premises are subsidized public housing.

The applicant provided a statement of account in evidence which indicated a balance of \$406.19 for the clean up costs and \$1663 in rent arrears. Work orders for the clean up work were provided which indicate that old appliances and other abandoned items in the yard were taken to the dump and two vehicles were towed away when the tenant was transferred to his present unit. A portion of the charges have been paid by the respondent leaving a balance of \$406.19.

The full unsubsidized rent of \$1052 was applied in February, 2012. The applicant stated that the respondent had not provided any income information on which to calculate a subsidized rent for that month and had not made any payments of rent since October, 2011.

I find the statement in order and find the rent arrears to be \$1663. I find the application of the

unsubsidized rent to be reasonable but note that should the respondent report the household income in accordance with the tenancy agreement, the applicant is obligated to adjust the rent retroactively as necessary based on the reported income. I find the remaining clean up costs to be reasonable. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears and clean up costs are paid.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1663 and yard clean up costs of \$406.19 and terminating the tenancy agreement on March 30, 2012 unless those amounts are paid in full.

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Hal Logsdon  
Rental Officer