

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and
JOSH SALOPREE, 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 -

JOSH SALOPREE

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 five thousand forty five dollars (\$5045.00).
2. Pursuant to section 63(4)(b) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for use and occupation of the rental premises after the tenancy agreement was terminated in the amount of one thousand six hundred twenty five dollars (\$1625.00).

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

Hal Logsdon
Rental Officer

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and
JOSH SALOPREE, 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-

JOSH SALOPREE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **June 18, 2015**

Place of the Hearing: **Yellowknife, NT via teleconference**

Appearances at Hearing: **Adam Swanson, representing the applicant**

Date of Decision: **June 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. The tenancy agreement between the parties was made for a term ending on May 31, 2015.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and served a notice of termination on the respondent on April 9, 2015 terminating the tenancy on May 31, 2015. The premises are subsidized public housing.

The respondent is currently incarcerated but has not given up possession of the rental premises. A number of persons have been entering the premises, apparently without the permission of the respondent. The applicant stated that they changed the locks to the premises with the permission of the respondent in order to protect the property of both respondent and the landlord.

The applicant sought an order requiring the respondent to pay rent arrears which have accrued to May 31, 2015 and to pay compensation for use and occupation of the premises for the month of June, 2015. The applicant also sought an eviction order.

The applicant provided a statement of account in evidence which indicated a balance of rent owing to May 31, 2015 of \$5045. The full unsubsidized rent has been charged in March, April

and May, 2015. The applicant testified that the respondent had failed to provide any income information to enable the calculation of a subsidized rent. The statement also indicated that compensation for use and occupation of \$1625 had been charged for June, 2015.

I find the statement in order and find rent arrears of \$5045. I find the application of the full unsubsidized rent for March, April and May, 2015 to be reasonable but note that the applicant is obligated to adjust these rents as required should the respondent report the household income as required by the tenancy agreement. I find the charge of \$1625 for compensation for use and occupation to be reasonable.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$5045 and compensation for use and occupation in the amount of \$1625. An eviction order to be effective on June 30, 2015 shall be issued separately.

Hal Logsdon
Rental Officer