

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

JOSHUA SALOPREE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair and cleaning costs in the amount of one thousand nine hundred eighty seven dollars and seventy five cents (\$1987.75).

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of
December, 2015.

Hal Logsdon
Rental Officer

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

JOSHUA SALOPREE

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 12, 2015
<u>Place of the Hearing:</u>	Yellowknife, NT via teleconference
<u>Appearances at Hearing:</u>	Adam Swanson, representing the applicant Joshua Salopree, respondent
<u>Date of Decision:</u>	November 12, 2015

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to repair damages to the rental premises. The applicant sought an order requiring the respondent to pay for the costs of repair and cleaning.

The tenancy agreement between the parties was terminated by the landlord's notice on May 31, 2015 and the respondent vacated the premises on June 30, 2015. Rent arrears and compensation for use and occupation after the termination of the tenancy agreement have already been determined at two previous hearings. The applicant now seeks repair and cleaning costs which were not included in the previous applications. The applicant sought the following costs:

Patching holes in walls	\$195.99
Sanding/priming patches	497.55
Replacing drywall	227.28
Replacement of three doors	446.01
Replacement of screens	26.50
Removal of broken windows	106.00
Install new windows	346.90
Removal of garbage	<u>141.52</u>
Total	\$1987.75

The applicant provided work orders and invoices in support of the repair costs.

The respondent disputed the allegations, stating that he had been incarcerated and that his former spouse had occupied the premises until she moved out in June. Although he acknowledged that he was the sole tenant, he stated that he did not damage the premises, accusing his former spouse and others who occupied the premises. The respondent acknowledged giving his key to another

person after he was incarcerated.

Mr. Salopree was the sole tenant from December 1, 2014 to the end of the tenancy but his spouse was a joint tenant with Mr. Salopree previously. The applicant testified that they had entered the premises after Mr. Salopree had been incarcerated and discovered others occupying the premises including one person who was intoxicated.

There is no evidence to suggest that the respondent abandoned the premises or terminated the tenancy agreement. Although he ceased to occupy the premises after he was incarcerated, he remained a tenant until May 31, 2015 and an overholding tenant for a month afterwards. He remained responsible to repair damages to the premises even though he may not have created the damage as he permitted others (perhaps unwittingly) to occupy the premises.

In my opinion, the damages are the result of negligence and the repair costs are reasonable. An order shall issue requiring the respondent to pay the applicant repair and cleaning costs in the amount of \$1987.75.

Hal Logsdon
Rental Officer