

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and  
**OLIVER EMBLETON**, 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 **HAY RIVER, NT.**

BETWEEN:

**HAY RIVER HOUSING AUTHORITY**

Applicant/Landlord

- and -

**OLIVER EMBLETON**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of eight hundred twenty one dollars and forty six cents (\$821.46) in monthly installments of fifty dollars (\$50.00), payable on the last day of every month until the rent arrears are paid in full. The first payment of rent arrears shall be due on January 31, 2015.
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay the monthly rent on time in the future.
3. Pursuant to section 45(4)(b) of the *Residential Tenancies Act*, the respondent shall report

the household income in accordance with the tenancy agreement in the future.

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of January,  
2015.

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Hal Logsdon  
Rental Officer

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

**OLIVER EMBLETON**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** December 10, 2014

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

**Appearances at Hearing:** Adam Swanson, representing the applicant  
Oliver Embleton, respondent

**Date of Decision:** December 10, 2014

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicant 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 \$2366.46. The full unsubsidized rent of \$1625 had been assessed in December, 2014. The applicant stated that the respondent had failed to report the household income to enable the calculation of a subsidized rent. However, the income information was made available at the hearing and the applicant adjust the December rent to \$80 resulting in an amended balance of \$821.46.

The respondent did not dispute the allegations and stated that he could pay the rent arrears in monthly installments of \$50 until the arrears were paid in full. The applicant agreed to continue the tenancy provided the proposed payment plan was not breached in the future.

I find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$821.46.

An order shall issue requiring the respondent to pay the monthly rent on time and to pay an additional \$50/month, no later than the last day of every month, to be applied against the rent

arrears until they are paid in full. The first payment of arrears shall be due on January 31, 2015.

The respondent is also ordered to report the household income in accordance with the tenancy agreement in the future.

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

This decision was made known to the parties at the conclusion of the hearing.

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Hal Logsdon  
Rental Officer