

IN THE MATTER between **N.W.T. COMMUNITY SERVICES CORPORATION**,
Applicant, and **ELAINE MERCREDI HAUPT**, 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 **YELLOWKNIFE, NT.**

BETWEEN:

N.W.T. COMMUNITY SERVICES CORPORATION

Applicant/Landlord

- and -

ELAINE MERCREDI HAUPT

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 two thousand five hundred twenty dollars (\$2520.00).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of February,
2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **N.W.T. COMMUNITY SERVICES CORPORATION**,
Applicant, and **ELAINE MERCREDI HAUT**, 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:

N.W.T. COMMUNITY SERVICES CORPORATION

Applicant/Landlord

-and-

ELAINE MERCREDI HAUT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 1, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Gail Leonardis, representing the applicant

Date of Decision: February 1, 2011

REASONS FOR DECISION

The respondent was personally served with a Notice of Attendance but failed to appear at the hearing. The hearing was held in her absence.

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 to pay future rent on time. The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$3150. The statement includes the February, 2011 rent of \$630.

Section 41 of the *Residential Tenancies Act* sets out when rents are due.

41. (1) A tenant shall pay to the landlord the rent lawfully required by the tenancy agreement on the dates specified by the tenancy agreement.

The written tenancy agreement between the parties simply sets out that the tenant shall pay the landlord the monthly rent each month. In my opinion the tenant may pay the monthly rent at any time during the month in which it becomes due. Therefore I do not find the February, 2011 rent in arrears.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$2520, calculated as follows:

Rent arrears as per ledger	\$3150
Less February, 2011 rent	<u>(630)</u>
Total	\$2520

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2520 and to pay future rent on time.

Hal Logsdon
Rental Officer