

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

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.

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Hal Logsdon  
Rental Officer

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

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.

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Hal Logsdon  
Rental Officer