

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **DIANE BAXTER**, 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 **INUVIK, NT**.

BETWEEN:

**NPR LIMITED PARTNERSHIP**

Applicant/Landlord

- and -

**DIANE BAXTER**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. 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 9<sup>th</sup> day of October, 2014.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **DIANE BAXTER**, 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:

**NPR LIMITED PARTNERSHIP**

Applicant/Landlord

-and-

**DIANE BAXTER**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** September 9, 2014

**Place of the Hearing:** Inuvik, NT

**Appearances at Hearing:** Aru Vashisht, representing the applicant

**Date of Decision:** September 9, 2014

### **REASONS FOR DECISION**

The respondent was sent a Notice of Attendance by registered mail. At the time of the hearing there was no confirmation of receipt but Canada Post confirmed that a notice was left at the premises on August 22, 2014 advising the respondent as to where the item could be picked up. The Notice of Attendance was subsequently picked up by the respondent on September 11, 2014. In my opinion it is not unreasonable to deem the Notice of Attendance served in accordance with section 71(5) of the *Residential Tenancies Act*. The hearing proceeded in the absence of the respondent.

The applicant originally sought an order requiring the respondent to pay alleged rent arrears, the termination of the tenancy agreement and an eviction order. The applicant stated that the rent arrears had now been paid in full and withdrew the request for termination and eviction in favour of an order requiring the respondent to pay future rent on time.

The applicant provided a statement of the rent account indicating a zero balance but clearly showing that the monthly rent had not been paid in advance as required by the written tenancy agreement between the parties. I find the respondent in breach of her obligation to pay the monthly rent on the days it is due and shall issue an order requiring her to pay future rent on time.

I note that the applicant has charged the respondent \$50/month since December, 2012 in addition to the monthly rent set out in the tenancy agreement. The applicant charges this amount in

accordance with article 5.11 of the tenancy agreement.

**5.11 Pets**

**No (“pet”) animal, bird or reptile shall be brought in or kept upon the premises without written consent of the Landlord.** In the event that the Landlord discovers a pet being kept in the premises at any time, and provided that the Landlord has not given consent in writing to the presence of that particular pet, upon the premises, a penalty shall be paid by the Tenant, on demand, of **\$50.00** per month for each month or part of the month that the said pet is upon the premises.

Section 13 of the *Residential Tenancies Act* prohibits penalties of this sort and such a provision in a tenancy agreement has no effect and is not enforceable.

- 13. A tenancy agreement must not contain any provision to the effect that a breach of the tenant’s obligation under the tenancy agreement or this Act results in the whole or any part of the remaining rent becoming due and payable or results in a specific sum becoming due and payable, and a provision of this kind is of no effect.**

Therefore the cumulative penalties of \$1100 that have been charged by the applicant for breach of the prohibition concerning pets must properly be considered as rent paid in advance, resulting in a credit balance as at September 9, 2014 of \$1100.

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Hal Logsdon  
Rental Officer