

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **SUSAN HUNT**, 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,
regarding the rental premises at **YELLOWKNIFE, NT.**

BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

- and -

SUSAN HUNT

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.
2. Pursuant to section 43(3)(b) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to not disturb the landlord or other tenants' quiet enjoyment of the residential complex in the future.

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of October,
2004.

Hal Logsdon
Rental Officer

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BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

SUSAN HUNT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: October 14, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lucy Gillard, representing the applicant
Susan Hunt, respondent

Date of Decision: October 14, 2004

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent on the days it was due and by disturbing the landlord and other tenants in the residential complex. The applicant withdrew the request for an order terminating the tenancy agreement stating that the rent had been paid in full.

The applicant provided copies of several notices served on the respondent outlining incidents of disturbance created by her dog. The applicant testified that as well as complaints received from other tenants, the maintenance staff's work had been adversely affected by the dog and that the dog had jumped on another staff member when the dog was at large.

The applicant provided copies of the rent account and numerous notices which indicated that the rent had not always been paid on the days it was due.

The respondent acknowledged that the dog had jumped on a representative of the landlord while at large and had acted aggressively toward the maintenance staff when the dog was tied up. She stated that the complaints from other tenants came primarily from one individual who disliked dogs and had stated that he would have her evicted. She stated that she had taken steps to ensure the dog would not disturb others in the future.

There is sufficient evidence to conclude that the dog's behaviour has been disturbing to the landlord and at least one other tenant. The evidence concerning rent payments supports the landlord's allegations that rent has not always been paid on time.

I find the respondent has breached her obligation to pay rent on time and to not disturb the landlord and other tenants. An order shall issue requiring the respondent to comply with her obligation to not disturb in the future and to pay future rent on time.

Hal Logsdon
Rental Officer