

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 sections 43(3)(d) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 1457 Gitzel Street, Yellowknife, NT, shall be terminated on May 31, 2005 and the respondent shall vacate the premises on that date unless the respondent has removed her dog from the residential complex.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of May,
2005.

Hal Logsdon
Rental Officer

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
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AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

SUSAN HUNT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 12, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lucy Gillard, representing the applicant

Date of Decision: May 12, 2005

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent to the rental premises by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in her absence.

The applicant alleged that the respondent's dog had disturbed other tenants in the residential complex and sought an order terminating the tenancy agreement between the parties unless the dog was removed from the residential complex.

The applicant testified that another tenant in the residential complex complained that the respondent's dog had bitten her child. The applicant submitted a letter which was allegedly sent from the respondent to the complaining tenant in evidence. The applicant also submitted a letter from another tenant in the residential complex complaining about the respondent's dog being at large and its aggressive behaviour.

A previous order (File #10-8124, filed on October 21, 2004) issued ordering the respondent to not disturb other tenants. The disturbances found in that matter related to the respondent's dog.

Although the respondent did not appear at the hearing, she filed an number of documents defending the dog's behaviour. She alleged that the dog had been provoked by the child who was bitten but admitted that the dog had been at large. She described the injury as minor and stated

that other children played with the dog with no adverse consequences.

The respondent has been ordered to refrain from creating disturbances caused by her dog. By her own admission, she continues to permit the dog to be at large. In my opinion, regardless of the severity of the injury to the child or whether the bite was provoked or not, the respondent should have avoided the incident by keeping the dog on a leash. Dogs are not permitted to run at large in the municipality. The respondent has, in breach of the previous order, failed to take reasonable steps to prevent her dog from disturbing other tenants in the residential complex. The respondent has written a lengthy defence of the dog, but in my opinion, the disturbances created by the dog are the direct result of her failure to take reasonable steps to control the dog, specifically by permitting the dog to run at large.

In my opinion, there are sufficient grounds to terminate the tenancy agreement. The applicant would be content to continue the tenancy agreement if the dog was removed from the residential complex.

An order shall issue terminating the tenancy agreement on May 31, 2005 unless the respondent removes the dog from the residential complex.

Hal Logsdon
Rental Officer