

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **MICHELLE HAWKER**, 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:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

MICHELLE HAWKER

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 45(4)(a) and 45(4)(b) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to not keep pets on the premises and not breach that obligation again.
2. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of two hundred forty seven dollars (\$247.00).

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of June,
2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **MICHELLE HAWKER**, 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:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

MICHELLE HAWKER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 6, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Mary George, representing the applicant
Michelle Hawker, respondent
Linda LeBlanc, witness for the respondent

Date of Decision: June 6, 2005

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by keeping pets on the rental premises, specifically a dog and a cat. The applicant sought an order requiring the respondent to pay the alleged rent arrears and termination of the tenancy agreement.

The applicant testified that a small white dog had been observed on the balcony of the premises in January, 2005. The respondent was notified verbally that no pets were permitted on the premises. While undertaking repairs on the premises, an employee of the landlord observed the same dog and a cat on the premises. The landlord then issued a Notice of Early Termination and filed the application.

The applicant provided a copy of the tenancy agreement and a statement of the rent account in evidence. The tenancy agreement contains, in bold print, a provision prohibiting pets on the premises.

The respondent did not dispute the allegations pertaining to rent.

The respondent testified that the cat was a stray and did not belong to her. She stated that she had actually given up her cat when she was allocated the unit. She stated that her children often let the cat in and speculated that it may have lived with the previous tenants. The respondent's witness, her mother, testified that she lived in Rae-Edzo and frequently came to Yellowknife for

medical treatment which often required an overnight stay in hospital. She stated that she often brought her dog and left it at the respondent's premises as the dog did not like being left alone. She stated that she now understood the consequences of leaving the dog at her daughter's premises and had made other arrangements for boarding the dog.

The *Residential Tenancies Act* does not contain any provision concerning pets but does permit additional obligations to be included in written tenancy agreements provided they are not inconsistent with the Act and are reasonable. The "no pets" provision in this agreement is not inconsistent with the Act and, in my opinion, is reasonable as it pertains to a dog or a cat.

I find the respondent in breach of her obligation to not keep pets on the premises and her obligation to pay rent. I find the rent arrears to be \$247. In my opinion, the respondent has taken reasonable steps to remedy the breach regarding pets and the remedy of termination is not required. An order shall issue requiring the respondent to comply with her obligation to not keep pets on the premises and to not breach that obligation again. The order shall also require the respondent to pay the applicant rent arrears in the amount of \$247.

Should the respondent breach this order by permitting pets on the premises again, the landlord may file a future application and seek the termination of the tenancy agreement.

Hal Logsdon
Rental Officer