

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **CHRISTINE CHAMPAGNE**, 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 -

CHRISTINE CHAMPAGNE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of
December, 2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **CHRISTINE CHAMPAGNE**, Respondent.

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BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

CHRISTINE CHAMPAGNE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 16, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Mary George, representing the applicant
Christine Champagne, respondent

Date of Decision: December 16, 2005

REASONS FOR DECISION

The applicant alleged that the respondent had permitted a dog to be kept at the rental premises in contravention of the tenancy agreement. The applicant sought an order terminating the tenancy agreement.

The applicant's evidence consisted of a note on the tenant file written by an employee of the landlord. The note stated that a tenant had advised her that she saw the respondent leaving her house carrying a dog.

The tenancy agreement between the parties is in writing and prohibits pets.

The respondent denied keeping a dog on the premises or permitting a dog on the premises or the property. She testified that the owner of the dog in question was in a vehicle which arrived at her residence. When the driver got out of the vehicle, the dog jumped from the vehicle and ran to the respondent who was by the entrance to the premises. The respondent stated that she promptly picked up the dog and returned it to the vehicle. She stated that the dog was never on the premises and that she had no control over the dog being on the property.

I can not find sufficient evidence to support the applicant's allegation. The dog does not belong to the respondent nor is there any direct evidence that it was ever on the premises. No tenant can prevent a dog from approaching them and it appears the length of time the dog was actually on

the property was minimal. I can not find on the balance of the evidence that any breach of the tenancy agreed has occurred. Accordingly, the application is dismissed.

Hal Logsdon
Rental Officer