

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **DIANE BRULE**, 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 **YELLOWKNIFE, NT.**

BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

- and -

**DIANE BRULE**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 45(4)(b) of the *Residential Tenancies Act*, the respondent shall not breach the prohibition regarding pets in the rental premises again.

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of January,  
2012.

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Hal Logsdon  
Rental Officer

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and **DIANE BRULE**, 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-

**DIANE BRULE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 11, 2012

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

**Appearances at Hearing:** Ella Newhook, representing the applicant  
Diane Brule, respondent

**Date of Decision:** January 11, 2012

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by keeping a cat in the premises and sought an order terminating the tenancy agreement.

The applicant provided a brief report from a maintenance staff member indicating that he had seen a cat in the premises on November 15, 2011.

The respondent acknowledged that she had kept a pet cat but testified that she had given it up for adoption and that the cat no longer lived in the premises.

The written tenancy agreement between the parties prohibits pets.

Although the respondent was clearly in breach of the tenancy agreement, she has remedied the breach. In my opinion, the termination of the tenancy agreement is not reasonable. An order shall issue prohibiting the respondent from breaching the no pets provision again.

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Hal Logsdon  
Rental Officer