

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **JAMES SCHILLER**, 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 -

JAMES SCHILLER

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 45(4)(a) and 45(4)(b) of the *Residential Tenancies Act*, the respondent shall comply with his obligation to not permit pets in the premises and shall not breach that obligation again.

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of
December, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **JAMES SCHILLER**, 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-

JAMES SCHILLER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 9, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Ella Newhook, representing the applicant
James Schiller, respondent

Date of Decision: November 9, 2012

REASONS FOR DECISION

The applicant alleged that the respondent breached the tenancy agreement by permitting a dog in the rental premises. The applicant sought an order terminating the tenancy agreement and an eviction order. The premises are subsidized public housing.

The applicant stated that while delivering a rent notice to the premises on October 11, 2012 a barking dog could be heard inside the unit. The tenancy agreement, provided in evidence by the applicant, prohibits pets in the rental premises.

The applicant did not dispute that a dog had been in the unit but stated that the dog was not his and was not kept on the premises. He stated that his son had allowed the dog into the unit on that occasion and that it would not happen again.

The evidence does not suggest that the respondent is keeping a dog in the premises or that pets are likely to be permitted in the premises in the future. In my opinion, the tenancy agreement has been breached but termination of the tenancy agreement is not a reasonable remedy given the circumstances.

An order shall issue requiring the respondent to comply with the obligation to not permit pets on the premises and to not breach that obligation again.

Hal Logsdon
Rental Officer