

IN THE MATTER between **NTHC**, Applicant, and **MM**, 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 **Adelle Guigon**, Rental Officer,

BETWEEN:

NTHC

Applicant/Landlord

-and-

MM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 21, 2017

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AS, representing the applicant

Date of Decision: February 21, 2017

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of the NTHC as the applicant/landlord against MM as the respondent/tenant was filed by the Rental Office October 24, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The applicant personally served the filed application on the respondent November 4, 2016.

The applicant alleged the respondent had repeatedly failed to maintain control of her pet by permitting the pet outdoors without either a leash or supervision. An order was sought for the respondent to comply with her obligation to maintain control over her pet and not to breach that obligation again.

A hearing was scheduled for February 21, 2017, by three-way teleconference. AS appeared representing the applicant. MM was served notice of the hearing by registered mail signed for February 8, 2017. The respondent did not appear at the hearing, nor did anyone appear on her behalf. The hearing proceeded in the respondent's absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The applicant's representative testified and provided evidence establishing a residential tenancy agreement between the parties for subsidized public housing commencing April 1, 2012. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the Act.

Pets

Section 45(1) of the Act requires a tenant to comply with additional obligations and reasonable house rules included in any written tenancy agreement.

Section 19 of the written tenancy agreement specifies the tenant's agreement to comply with all house rules established in writing by the landlord in compliance with the Act.

Paragraph 16 of the written house rules specifies that where the landlord has provided permission for the tenant to have a pet, the tenant: is responsible to ensure their unit remains accessible to the landlord or its contractors; is responsible for ensuring yard areas are kept clean; is responsible for all damages caused by their pets; must control their pets in a manner that will not disturb other tenants' or nearby residents' quiet enjoyment; must leash and control their pets at all times when outside of the rental premises; and must adhere to all Town of Hay River bylaws.

The applicant's representative testified and provided evidence of multiple complaints of the respondent's pet dog being left unsecured outside the rental premises, bothering and scaring her neighbours. In some instances the dog has prevented the neighbouring tenant from accessing her premises. Warning notices have been issued to the respondent reminding her of her obligation to control her pet, with only limited success. Since filing of this application there has only been one additional complaint received.

To my mind, paragraph 16 of the house rules governing the keeping of pets is reasonable, and is consistent with the Town of Hay River's bylaws. I am satisfied the respondent has repeatedly failed to maintain control of her pet and to keep her pet leashed when outside the rental premises. I find the respondent has breached her obligation under section 19 of the tenancy agreement and paragraph 16 of the house rules in this regard.

Orders

An order will issue requiring the respondent to comply with her obligation under paragraph 16 of the house rules under the tenancy agreement to control her pet in a manner that will not disturb other tenants or nearby residents' quiet enjoyment and to leash and control her pet at all times when outside of the rental premises, and requiring the respondent not to breach that obligation again.

Adelle Guigon
Rental Officer