

IN THE MATTER between **NTHC**, Applicant, and **ER**, 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-

**ER**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>August 30, 2017</b>
<b><u>Place of the Hearing:</u></b>	<b>Hay River, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>AS, representing the applicant</b>
<b><u>Date of Decision:</u></b>	<b>August 30, 2017</b>

### **REASONS FOR DECISION**

An application to a rental officer made by HRHA on behalf of the NTHC as the applicant/landlord against ER as the respondent/tenant was filed by the Rental Office May 10, 2017. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was personally served on the respondent May 26, 2017.

The applicant alleged the respondent had repeatedly and unreasonably permitted his dogs to cause disturbances. An order was sought for the respondent to comply with his obligation not to permit his dogs to cause disturbances, not to breach that obligation again, termination of the tenancy agreement, and eviction.

A hearing was scheduled for August 30, 2017, in Hay River. The Rental Officer appeared by telephone. AS appeared representing the applicant. ER was served notice of the hearing by registered mail signed for August 17, 2017. The respondent did not appear at the hearing, nor did anyone appear on his 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 October 1, 2016. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Disturbances*

Section 43(1) of the Act says that a tenant shall not disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex.

Section 12(c) of the tenancy agreement says that a tenant shall conduct himself and require other occupants and persons who are permitted by the tenant on the premises to conduct themselves in a manner that will not disturb the landlord's or other tenants' possession or enjoyment of the premises or residential complex.

Paragraph 16 of the house rules specify that where the landlord has provided permission for pets the tenant is responsible for controlling their pets in a manner that will not disturb other tenants or nearby residents' quiet enjoyment, and the tenant must leash and control their pets at all times when outside of the rental premises. The tenant must also adhere to all Town of Hay River bylaws.

The applicant's representative provided evidence that the respondent had repeatedly failed to leash his dogs when they were left in the yard and that the respondent had repeatedly failed to keep the dogs from barking at all hours and behaving aggressively towards passers-by. Complaints were received of instances when the dogs would escape the yard and charge at pedestrians.

The respondent has been notified repeatedly since at least April 2017 of the complaints of disturbances and warned of the consequences should the respondent fail to remedy the situation. Evidence was presented of the Town of Hay River's By-law Department issuing warnings to the respondent on at least two occasions, and that charges under the Dog By-law are pending.

The dogs in question are a large German Shepard and a smaller dog. The German Shepard can easily jump the fence. The smaller dog gets out under the fence. Both dogs behave in an intimidating and aggressive manner.

Despite repeated requests to leash the dogs to a dog run within the yard and to provide adequate attention to the dogs so as to cease their incessant barking, the applicant's representative testified that the respondent has done neither. The ongoing nature of the disturbances and the safety concerns for other tenants, the landlord, and neighbourhood pedestrians have created a very real problem for everyone involved.

I am satisfied that the evidence and testimony provided establishes the dogs' behaviour as disruptive. I am satisfied the respondent is responsible for the care and control of his dogs, and for their disruptive behaviour. I am satisfied that the respondent has made no efforts to resolve the disruptive behaviour exhibited by his dogs. I find the respondent has repeatedly and unreasonably failed to comply with his obligation not to cause disturbances or, in this case, not to permit his dogs to cause disturbances.

#### *Termination of the tenancy agreement*

The applicant's representative requested a short conditional termination and eviction order dependent on the respondent's compliance with his obligation to control his dogs and keep them from causing further disturbances. He is hopeful such an order will reinforce for the respondent the importance of compliance in order to establish a safe neighbourhood for everyone.

In consideration of the degree and apparent escalation of the disturbing and aggressive behaviour of the dogs, and the respondent's repeated and unreasonable failure to take any actions to resolve the issue, I am satisfied termination of the tenancy agreement and eviction are justified. The termination and eviction will be conditional on no further complaints of verified disturbances caused by the respondent's dogs being reported to the applicant.

#### *Orders*

An order will issue:

- requiring the respondent to comply with his obligation not to permit his dogs to cause disturbances, and not to breach that obligation again;
- terminating the tenancy agreement October 31, 2017, unless no further complaints of verified disturbances caused by the respondent's dogs are reported to the applicant; and
- evicting the respondent from the rental premises November 1, 2017, if the termination of the tenancy becomes effective.

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Adelle Guigon  
Rental Officer