

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

**LL**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** July 25, 2018

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** JS, representing the applicant  
LL, respondent

**Date of Decision:** July 25, 2018

**REASONS FOR DECISION**

An application to a rental officer made by YHA on behalf of the NTHC as the applicant/landlord against LL as the respondent/tenant was filed by the Rental Office May 30, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the respondent July 16, 2018.

The applicant alleged the respondent had repeatedly failed to pay the rent in full when due, had accumulated rental arrears, had repeatedly permitted a pet into the rental premises contrary to the terms of the tenancy agreement, and had caused disturbances to other tenants' enjoyment or possession of the rental premises. An order was sought for payment of the rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for July 25, 2018, in Yellowknife. JS appeared representing the applicant. LL appeared as respondent.

*Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing October 19, 2011. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

*Rental arrears*

The statements of account and lease balance statement (rent documents) entered into evidence represent the landlord's accounting of monthly assessed rents and payments received against the respondent's rent account. All rents have been subsidized and are currently assessed at \$80 per month. No payments have been received in three of the last seven months of the tenancy.

The respondent did not dispute the accuracy of the landlord's accounting, acknowledging her debt and accepting responsibility for it. The respondent is a recipient of Income Support, who usually pays the rent on her behalf. The respondent testified that she had attended the Income Support office the day before this hearing and made arrangements for the current rental arrears to be paid within the next day or two.

I am satisfied the rent documents accurately reflect the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay the rent when due and has accumulated rental arrears in the amount of \$160.

#### *Pets and disturbances*

Subsection 45(1) of the Act specifies that the tenant must comply with additional obligations included in a written tenancy agreement, including any rules of the landlord that are reasonable in all circumstances.

Schedule B to the tenancy agreement specifies that no pets are allowed at the rental premises.

Paragraph 19 of the addendum to the tenancy agreement comprising the terms and conditions of occupancy and house rules specifies that no pets are allowed in the rental unit nor to be kept in the grounds of the rental unit.

In February 2017 the applicant received complaints from neighbouring tenants that the respondent had pet dogs, and that the dogs were causing disturbances. On March 1, 2017, the applicant's Program Officer attended the rental premises and personally observed two dogs in the premises. The respondent admitted at that time that she was keeping two dogs. Verbal warnings had previously been given to the respondent by maintenance personnel about the dogs, and a written warning was given to the respondent on March 6, 2017. The respondent was told she could not keep any dogs at the premises and was told she would have to remove the dogs from the premises.

In May 2017 the applicant received several complaints from neighbouring tenants that the respondent still had a dog at the rental premises, and that the dog was causing disturbances. A written notice was given to the respondent on May 23, 2017, regarding the complaints received, reminding the respondent that pets were not allowed and to remove the dog from the premises.

In August 2017 the applicant again received complaints from neighbouring tenants that the respondent still had the dog at the rental premises, and it was still causing disturbances. The applicant's Program Officer attended the rental premises on September 1, 2017, and confirmed there was still a dog at the rental premises.

In May 2018 the applicant's maintenance personnel personally observed the dog was still present at the respondent's rental premises. On May 8, 2018, the applicant's representative attended the rental premises with one of the maintenance personnel and asked the respondent directly if she still had the dog. The respondent confirmed that she does. The respondent was again warned to remove the dog from the rental premises.

The applicant's representative testified that another complaint was recently received that the respondent's dog had chased a neighbouring tenant in front of the rental premises.

The respondent confirmed at hearing that she does still have the dog at the rental premises, and that she keeps the dog because it helps to calm her adult son who has a mental illness. The respondent admitted that at no time during the tenancy did she approach the applicant about seeking special permission for the dog. She admitted that she was aware that she was not permitted pets at her rental premises. She acknowledged she had received multiple warnings about keeping the dog and chose to keep the dog anyway.

The respondent understood that she could not keep the dog if she wanted to stay in the current tenancy agreement. The respondent requested until the end of August to find alternate suitable accommodation for her and her son where they could keep the dog.

I am satisfied the respondent repeatedly failed to comply with her obligation not to keep pets at the rental premises. I am satisfied that the pet dog repeatedly caused disturbances to neighbouring tenants, for which the respondent is responsible.

*Termination of the tenancy agreement and eviction*

In consideration of the respondent's repeated failure to comply with the obligation respecting the no pets condition of the tenancy agreement, the repeated disturbances caused by the dogs for which the respondent is responsible, and the respondent's understandable unwillingness to remove the dog from the rental premises, by agreement with the parties I am satisfied termination of the tenancy agreement and eviction are justified.

*Orders*

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$160;
- terminating the tenancy agreement August 31, 2018; and
- evicting the respondent from the rental premises September 1, 2018.

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Adelle Guigon  
Rental Officer