

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **MARTHA PORTER**, 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,
regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

MARTHA PORTER

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 45(4)(e) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 2044 Sissons Court, Yellowknife, NT shall be terminated on January 31, 2006 and the respondent shall vacate the premises on that date.
2. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of three hundred forty seven dollars and fifty six cents (\$347.56).

DATED at the City of Yellowknife, in the Northwest Territories this 18th day of January,
2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **MARTHA PORTER**, 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-

MARTHA PORTER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 17, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Mary George, representing the applicant

Date of Decision: January 17, 2006

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on January 10, 2006, but failed to appear at the hearing. The hearing was held in her absence.

The applicant alleged that the respondent had breached the tenancy agreement by keeping a dog on the rental premises. The applicant also alleged that the respondent had failed to pay rent but stated that the respondent had entered into an agreement to pay the arrears in monthly installments and, to date, had complied with that agreement. The applicant sought an order terminating the tenancy agreement

The applicant testified that the landlord had previously discovered that the respondent was keeping a white female three-legged dog on the premises and notified her that this was a contravention of the tenancy agreement. The respondent agreed to remove the dog from the premises and on November 18, 2005 signed a declaration that she had removed the dog. The applicant provided several notes to file and a letter of complaint from another tenant alleging that the respondent was again keeping a white three legged dog on the premises. The applicant testified that she had visited the premises and had heard a dog barking inside the unit. The tenant did not open the door.

The tenancy agreement is made in writing and clearly prohibits the tenant from keeping pets on the premises. In my opinion, it is reasonable, and therefore enforceable, to include a prohibition

of this type in a tenancy agreement, at least as it pertains to dogs.

The evidence supports the applicant's allegations pertaining to the dog. I find the respondent in breach of her obligation to not keep pets on the premises. The tenant was given an opportunity to remedy this breach and either did not do so or has again permitted the dog on the premises. It is apparent that the respondent does not intend to meet this obligation. In my opinion there are sufficient grounds to terminate this tenancy agreement as this remedy appears to be the only one which will ensure compliance with the tenancy agreement and will relieve other tenants in the residential complex of the annoyance caused by the dog.

An order shall issue terminating the tenancy agreement on January 31, 2006. The respondent shall vacate the premises on that date.

In the matter of rent arrears, I find the tenant in breach of her obligation to pay rent and find the rent arrears to be \$347.56. An order shall issue requiring the respondent to pay the applicant this amount. The respondent holds a security deposit and may, of course, deduct the rent arrears from the deposit when the tenant vacates.

Hal Logsdon
Rental Officer