

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **VIOLET WALTERS**, 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 -

VIOLET WALTERS

Respondent/Tenant

EVICITION ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 63(4)(a) of the *Residential Tenancies Act*, the respondent shall be evicted from the premises known as 634 Williams Avenue, Yellowknife, NT on October 31, 2011.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of
September, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **VIOLET WALTERS**, 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-

VIOLET WALTERS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 7, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Ella Newhook, representing the applicant
Violet Walters, respondent

Date of Decision: September 13, 2011

REASONS FOR DECISION

The premises are subsidized public housing. The tenancy agreement between the parties was made for a term ending September 30, 2010 and automatically renewed as a monthly tenancy commencing October 1, 2010. The applicant gave written notice on July 25, 2011 to terminate the tenancy agreement on August 31, 2011. The reasons were given as:

1. Keeping a pet on the premises.
2. Failure to notify us of changes to the occupants that are listed on Schedule B of your lease agreement.

The respondent remains in possession of the rental premises and the applicant seeks an order evicting the respondent.

Section 51(5) of the *Residential Tenancies Act* permits a landlord of subsidized public housing to terminate a monthly tenancy agreement by notice.

51.(5) Where a tenancy agreement for subsidized public housing is renewed as a monthly tenancy under subsection 49(1), a landlord may terminate the tenancy on the last day of a period of the tenancy, by giving the tenant a notice of termination not later than 30 days before that day.

Section 55(3) sets out the required elements of the notice.

55.(3) A notice of termination from a landlord to a tenant must
(a) be in writing;
(b) be signed by the landlord or an agent of the landlord;
(c) identify the rental premises to which the notice applies;
(d) state the date on which the tenancy is to terminate; and
(e) state the reason for the termination of the tenancy.

Section 63(4) of the Act sets out the criteria for the issuance of an eviction order by a rental officer.

- 63.(4) A rental officer who terminates a tenancy or determines that a tenancy has been terminated in accordance with this Act, and who determines that an eviction is justified, may make an order**
- (a) evicting the tenant on the date specified for the termination of the tenancy in the agreement, notice or order, or on the earliest reasonable date after the date of termination of the tenancy; and**
 - (b) requiring the tenant to compensate the landlord for the use and occupation of the rental premises, calculated for each day the tenant remains in occupation following the termination of the tenancy.**

The landlord was entitled to give a written notice to terminate the tenancy agreement and the notice is in accordance with the Act. I find that this tenancy agreement has been terminated in accordance with the Act.

The applicant stated that they had received several complaints from other tenants complaining about a howling dog kept on the respondent's premises. The applicant also stated that other tenants had been complaining about the dog being allowed to run at large on the property. A letter of the complaint and a note to file regarding a verbal complaint were provided in evidence.

The applicant also stated that a person who was not listed on the tenancy agreement was living in the premises and the respondent had not notified the landlord in accordance with the tenancy agreement. An Emergency Protection Order naming Todd Browrigs (sic) of 634 Williams Avenue as respondent was entered in evidence. The applicant also stated that Mr. Brownrigg (presumably his proper name) had been seen on the premises on numerous occasions.

The respondent disputed that a person other than her daughter was occupying the premises. She stated that she and Mr. Brownrigg enjoyed a relationship and that he frequently visited her but maintained a permanent residence. She provided an address of the residence which was confirmed by a written statement submitted by Mr. Brownrigg.

The respondent acknowledged that the dog was often present on the premises but stated that the dog belonged to Mr. Brownrigg. She stated that she would get rid of the dog in order to maintain her tenancy.

The tenancy agreement between the parties is made in writing and prohibits pets in the rental unit or in the residential complex. The respondent was previously required to remove fish from the premises and on November 20, 2009 signed a statement that she agreed not to keep pets in accordance with her tenancy agreement. A copy of that statement was provided by the applicant in evidence. Clearly, the respondent understands the prohibition regarding pets on the premises. The fact that the dog may be registered to Mr. Brownrigg does not mean that it may be permitted on the premises. It would appear from the evidence that the dog is not simply an occasional visitor but is often found in the apartment or on the grounds of the residential complex. Clearly the respondent is in breach of the tenancy agreement for repeatedly keeping the dog on the premises.

Although Mr. Brownrigg may spend considerable time at the respondent's apartment, he is not, in my opinion, an occupant. He maintains his own accommodation. In my opinion, a landlord has

no authority to restrict the comings or goings of a tenant's guests. I find no breach of the tenancy agreement here.

In my opinion, the word "justified" in section 63(4) means, at a minimum, that there must be an identified breach of the tenancy agreement or Act and that termination of the tenancy agreement be an available remedy for that breach. In this case the respondent has clearly breached the tenancy agreement by keeping a dog on the premises and the remedy of termination is available pursuant to section 45(4)(e) of the Act. One could perhaps also consider that a breach was so minor that termination of the tenancy agreement was an unreasonable remedy, making the eviction of the tenant unjustified. However in this case I can not consider the breach to be insignificant since the tenant was obviously aware of the no pets provision and repeatedly kept the dog on the premises.

Consequently I can not find that the eviction of the respondent is unjustified and an eviction order shall issue to be effective on October 31, 2011.

Hal Logsdon
Rental Officer