

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **ANNE MARIE GIROUX**, 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 -

ANNE MARIE GIROUX

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 45(4)(b) of the *Residential Tenancies Act*, the respondent shall not breach the prohibition regarding pets in the rental premises again.

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of January,
2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **ANNE MARIE GIROUX**, 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-

ANNE MARIE GIROUX

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 11, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Ella Newhook, representing the applicant
Anne Marie Giroux, respondent

Date of Decision: January 11, 2012

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by keeping a cat in the premises and sought an order terminating the tenancy agreement.

The applicant provided a brief report from a maintenance staff member indicating that he had seen a cat in the premises between May 17-25, 2011. The applicant also provided another report that stated that cat food and a litter box had been observed in the premises on November 18, 2011. Photographs of the cat food containers were provided in evidence.

The respondent refused to acknowledge or deny that a cat had been kept in the premises but testified that no cat was kept in the premises presently. She also questioned why the maintenance person had to change the locks on the balcony door in the bedroom, where the cat was observed.

The written tenancy agreement between the parties prohibits pets.

In my opinion, the applicant's evidence confirms that a cat was being kept on the premises in contravention of the no pets provision in the tenancy agreement. There is no evidence to suggest that the maintenance man was not entitled to be in the premises or in the bedroom to change the locks.

Although I find the respondent in breach of the tenancy agreement, she appears to have remedied

the breach. In my opinion, the termination of the tenancy agreement is not reasonable. An order shall issue prohibiting the respondent from breaching the no pets provision in the tenancy agreement again.

Hal Logsdon
Rental Officer