

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **TAMARA MACKIE**, 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 -

TAMARA MACKIE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 45(4)(a) and 45(4)(b) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to not permit a pet in the rental premises and shall not breach that obligation again.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of April,
2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **TAMARA MACKIE**, 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-

TAMARA MACKIE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 11, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Ella Newhook, representing the applicant
Tamara Mackie, respondent

Date of Decision: April 13, 2012

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by permitting a dog in the rental premises and permitting the dog on the grounds of the residential complex. The applicant sought an order terminating the tenancy agreement and evicting the respondent.

The applicant stated that an employee had been delivering notices to tenants in the residential complex when a dog aggressively charged him, growling and showing his teeth. The employee fended off the dog with a shovel and the dog retreated out of sight when called by an unidentified woman. He later observed the same dog inside the doorway of the respondent's premises. A letter from the employee, outlining the incident and his observations was provided by the applicant in evidence.

The applicant filed a previous application in November, 2011 concerning the dog but withdrew the application at the hearing. That matter was not determined.

The respondent stated that she did not own the dog. A letter from her mother acknowledged that the dog resided with her but was known to escape from time to time and appear at the respondent's premises. The letter stated that she believed the situation was now under control.

The respondent stated that on the day in question, March 8, 2012 she had planned to take the dog and her children out and made arrangements with her mother to get the dog. She stated that she

was delayed and her mother had brought the dog over while she was taking a shower. The respondent acknowledged that the dog was in the premises but stated that it was not her original intention to permit the dog inside.

The tenancy agreement clearly states "No Pets Allowed" and further states in the rules that there are "NO PETS ALLOWED in the rental Unit nor to be kept in the grounds of the rental unit."

The evidence suggests that the dog is not being kept in the premises on a regular basis and was perhaps only in the premises on March 8, 2012 because the respondent was not ready to leave when her mother arrived with the dog. It is not clear who permitted the dog to run at large, causing the incident with the applicant's employee. Nevertheless, the dog was later observed in the premises which is a breach of the tenancy agreement.

In my opinion, the termination of the tenancy agreement is not reasonable. In my opinion the tenancy agreement should continue provided the respondent does not breach her obligation again. An order shall issue requiring the respondent to comply with the no pets provision and to not breach that obligation again.

Hal Logsdon
Rental Officer