

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **CATHY MICHETTI AND PAUL MICHETTI**, Respondents;

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 -

**CATHY MICHETTI AND PAUL MICHETTI**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of March,  
2013.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **CATHY MICHETTI AND PAUL MICHETTI**, Respondents.

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-

**CATHY MICHETTI AND PAUL MICHETTI**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** March 13, 2013

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Ella Newhook, representing the applicant  
Cameron O'Keefe, witness for the applicant  
Cathy Michetti, respondent  
Paul Michetti, respondent

**Date of Decision:** March 15, 2013

### **REASONS FOR DECISION**

The applicant alleged that the respondents had breached the tenancy agreement and a previous order by permitting a dog to be kept on the premises. The applicant sought an order terminating the tenancy agreement and evicting the respondents. The premises are subsidized public housing.

The applicant stated that a dog had been observed in the yard of the rental premises on February 1, 2013. Two photographs were provided in evidence. The applicant's witness testified that while inspecting a unit in the vicinity, he observed a person taking a small dog into the respondents' premises.

A previous order (file #10-12691, filed on May 1, 2012) ordered the respondents to comply with the obligation to not keep pets in the premises or on the grounds of the premises and to not breach that obligation in the future.

The respondents stated that a friend had come to visit in November and had his small dog with him that had just been groomed. The respondents stated that the friend brought the dog inside because it was very cold outside and he was concerned that the dog would be too cold in the truck. A letter from the dog's owner, provided in evidence by the respondents, stated that the dog was in the porch for a very brief time.

The respondents stated that their son, who keeps several dogs, brought one of his dogs to the

premises because it had been injured. The respondents stated that they treated the dog and their son promptly took it home. The respondents stated that they did not keep any pets on the premises.

In my previous order I stated,

"I also note that the prohibition concerning pets anywhere on the grounds could be unreasonable in some circumstances. Although the yards in the residential complex are fenced, there is nothing to prevent a visitor with a pet from entering the yard without the permission of the tenant. In this matter however, it appears that the dogs were kept in the yard on January 30, 2012 with the full approval of the respondents, while the respondents' son helped them move."

It is clear that the respondents are not keeping pets on the premises nor do they approve of pets being brought to the premises by others . The respondents are well aware of their obligation but both of these incidents involve circumstances which would, in my opinion, make termination of the tenancy agreement unreasonable as a remedy.

The application is therefore dismissed.

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Hal Logsdon  
Rental Officer