

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)(e) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 624 Williams Avenue, Yellowknife, NT shall be terminated on February 28, 2014 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of  
December, 2013.

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Hal Logsdon  
Rental Officer

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-and-

**ANNE MARIE GIROUX**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 27, 2013

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

**Appearances at Hearing:** Ella Newhook, representing the applicant  
Terrence Cassell, witness for the applicant  
Anne Marie Giroux, respondent

**Date of Decision:** December 10, 2013

### **REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement and a previous order by keeping a cat in the premises. The applicant sought an order terminating the tenancy agreement and evicting the respondent. The premises are subsidized public housing.

The applicant provided a copy of the tenancy agreement and two photographs in evidence. Both photographs were taken from the outside of the premises and show a cat sitting in an upstairs window. The witness, who is employed by the applicant, testified that he noticed the cat and took the photographs on September 25, 2013 while engaged in work on another unit. A previous order (file #10-12545, filed on January 20, 2012), found the respondent in breach of her obligation to not keep pets in the premises and prohibited her from breaching that obligation again.

The respondent did not dispute the allegations but submitted that termination of the tenancy agreement and eviction was not justified on several grounds. She submitted that the prohibition was discriminatory and violated her rights under the *Human Rights Act* and the *Canadian Charter of Rights and Freedoms*. She also submitted that the amendment regarding pet deposits which came into force in September, 2010 made any prohibition regarding pets unreasonable because landlords now had adequate protection against any damage to the premises that might be caused by a pet. The respondent also questioned the admissibility of the photographic evidence, stating that the landlord had no right to photograph her unit.

The *Residential Tenancies Act* does not contain anything allowing or prohibiting pets. It does permit a landlord who permits a pet to demand a pet deposit in addition to the normal security deposit. Section 45 of the Act, however permits a landlord and tenant to agree on other obligations contained in a written tenancy agreement that are not specifically set out in the Act, provided they are reasonable. Section 10 requires that all provisions in a tenancy agreement be consistent with the tenancy agreement set out in the regulations.

**45. (1) Where in a written tenancy agreement a tenant has undertaken additional obligations, the tenant shall comply with the obligations under the tenancy agreement and with the rules of the landlord that are reasonable in all circumstances.**

**10. (1) A tenancy agreement is deemed to include the provisions of the form of a tenancy agreement set out in the regulations and, subject to subsection 12(1), any provision of a tenancy agreement that is inconsistent with the provisions of the form of tenancy agreement set out in the regulations has no effect.**

The written tenancy agreement between the parties clearly prohibits pets in the rental premises. The provision is not inconsistent with the Act and has been determined to be reasonable in a number of cases before this tribunal including one termination order which was appealed and upheld by the NWT Supreme Court [*Martha Porter and Yellowknife Housing Authority, S0001-CV2006000034, February 20, 2006*].

In my opinion there is nothing in the “no pets” tenancy agreement provision that is discriminatory or in violation of the *Charter*. There is no evidence that the respondent has been treated any differently than other tenants of the Yellowknife Housing Authority nor is there any evidence that the respondent has any type of disability or medical condition that would make the

prohibition unreasonable. The respondent submitted that because this prohibition applies to subsidized public housing, it discriminates against persons of low income. I respectfully disagree. This is not a policy of the NWT Housing Corporation which is applied to all subsidized public housing for low income families. It is a policy of this particular landlord of subsidized public housing and incorporated into their tenancy agreement. I suggest it is entirely due to the fact that pets often create disturbance and damage to property which is why many landlords have a provision in their tenancy agreements.

In my opinion, the pet deposit provision does not make a “no pets” provision unreasonable. If the pet deposit provision was intended to further limit section 45, those limitations would be specifically set out in the Act as is done in section 13 prohibiting accelerated rent. The Ontario statute does exactly that by prohibiting any restrictions on keeping pets.

I find the photographic evidence to be reasonable. The landlord did not illegally enter the premises. The property belongs to the landlord. No human images were captured. The cat is in full view of the public.

I find the respondent in breach of her obligation to not keep pets in the premises and in breach of the previous order. In my opinion, there are sufficient grounds to terminate the tenancy agreement. Considering the relative difficulty of finding rental accommodation that permits pets and the fact that there is no evidence that the cat is disturbing other tenants or damaging the premises, I believe the respondent should be afforded a reasonable period of time to find other

accommodation. An order shall issue terminating the tenancy agreement on February 28, 2014.

An eviction order to be effective on March 1, 2014 shall be issued separately.

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Hal Logsdon  
Rental Officer