

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,  
Applicant, and **JOHN GEORGE LANDRY**, 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,  
regarding the rental premises at **FORT PROVIDENCE, NT**.

BETWEEN:

**FORT PROVIDENCE HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**JOHN GEORGE LANDRY**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(f) and 43(3)(d) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit 59B, Lot 216, Fort Providence, NT shall be terminated on February 29, 2004 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of  
February, 2004.

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**JOHN GEORGE LANDRY**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 10, 2004

**Place of the Hearing:** Fort Providence, NT via teleconference

**Appearances at Hearing:** Rose Gordon, representing the applicant  
Loretta Landry, representing the applicant

**Date of Decision:** February 10, 2004

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance on January 21, 2004 but failed to appear at the hearing. The hearing was held in his absence.

The applicant alleged that the respondent had repeatedly disturbed the other tenant in the residential complex and created significant damages to the premises. The applicant sought an order terminating the tenancy agreement and requiring the respondent to pay compensation for the alleged damages.

The applicant provided three letters from the other tenant in the residential complex complaining about loud parties and music. The applicant also provided photographs indicating significant damage to the premises. The applicant provided an estimate of repairs indicating repair costs in excess of \$10,000. The applicant testified that the damages were done during the tenancy and she believed they were done by the tenant or persons that the tenant permitted on the premises. The applicant indicated that they had a security deposit of \$350.

The disturbances alone provide sufficient grounds for termination of the tenancy agreement. The damages are extensive and would also warrant termination of the agreement. In my opinion, the tenancy agreement should be promptly terminated to prevent any further disturbance or damage to the landlord's property. An order shall issue terminating the tenancy agreement between the parties on February 29, 2004. The respondent shall vacate the premises on that date.

In the matter of compensation, the applicant may apply the security deposit against repair costs in accordance with the Act and may file a future application seeking additional compensation when the actual costs of repair are known.

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Hal Logsdon  
Rental Officer