

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **GERALD CAUSA AND WILMA GARGAN**, 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,
regarding the rental premises at **FORT PROVIDENCE, NT**.

BETWEEN:

FORT PROVIDENCE HOUSING AUTHORITY

Applicant/Landlord

- and -

GERALD CAUSA AND WILMA GARGAN

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 43(3)(d) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment #2, Sixplex, Lot 46 North, Fort Providence, NT shall be terminated on October 15, 2005 and the respondents shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 22nd day of
September, 2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **GERALD CAUSA AND WILMA GARGAN**, Respondents.

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R-5 (the "Act");

AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

-and-

GERALD CAUSA AND WILMA GARGAN

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: September 20, 2005

Place of the Hearing: Fort Providence, NT via teleconference

Appearances at Hearing: Loretta Landry, representing the applicant
Patricia Bovier, witness for the applicant
Gerald Causa, respondent
Wilma Gargan, respondent

Date of Decision: September 22, 2005

REASONS FOR DECISION

The applicant alleged that the respondents had repeatedly breached the tenancy agreement by disturbing other tenants in the residential complex and sought an order terminating the tenancy agreement between the parties.

The applicant's witness is a tenant in the residential complex. She testified that she had been disturbed on numerous occasions by parties in the respondents' apartment as well as banging on the walls. She noted that she had left her premises on occasion to stay at her father's house because the noise was so disturbing to her and her baby. The applicant's representative lives in the complex as well and stated that she had warned the respondents on many occasions about the noise. The police have attended the respondent's apartment on at least one occasion due to noise complaints. The applicant testified that the building manager entered the respondents' apartment at 3AM on August 15, 2005 because of a smoke alarm and found Mr. Causa passed out and burning food on the stove. The applicant also testified that she and the building manager had been disturbed by an intoxicated Ms. Gargan late at night, seeking entry to her apartment. She stated that she had received complaints from tenants other than the witness.

The respondents did not dispute the incidents outlined by the applicant or the witness but stated that on two occasions the disturbances were caused by others on the premises while they were away. Ms. Gargan stated that the smoke alarm incident occurred while she was away and would not have happened if she was at home. The respondents stated that others in the building are also

noisy, including the applicant's witness.

I find the respondents in breach of their obligation to not disturb other tenants in the residential complex. While some of the incidents may have been the result of noise created by guests or babysitters, the respondents are nevertheless responsible for any disturbance created by persons they permit in the apartment. Many of the disturbances were clearly the result of the respondents' disturbing behaviour and alcohol abuse. Despite the warnings of the applicant, the incidents continue to occur and other tenants continue to suffer from the noise. The latest incident involving the burning food on the stove represents a significant danger to other occupants of the building. In my opinion, there are sufficient grounds to terminate this tenancy agreement. An order shall issue terminating the tenancy agreement between the parties on October 15, 2005.

Hal Logsdon
Rental Officer