

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,  
Applicant, and **FRANK SMITH**, 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 **FORT MCPHERSON, NT**.

BETWEEN:

**FORT MCPHERSON HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**FRANK SMITH**

Respondent/Tenant

**EVICITION ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 63(4)(a) of the *Residential Tenancies Act*, the respondent shall be evicted from the premises known as 0128 Harriet Stewart Street, Fort McPherson, NT on June 22, 2012.

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of June,  
2012.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,  
Applicant, and **FRANK SMITH**, 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:

**FORT MCPHERSON HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**FRANK SMITH**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:**                      **June 12, 2012**

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

**Appearances at Hearing:**                      **Shirley Wilson, representing the applicant**

**Date of Decision:**                      **June 12, 2012**

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in his absence.

The tenancy agreement was terminated by the landlord's notice on April 24, 2012. I find the landlord's notice to be in accordance with the provision of sections 51(3) and 55(3) of the *Residential Tenancies Act* and therefore effective in terminating the tenancy agreement. The respondent remains in possession of the premises.

In my opinion, the eviction is justified. In addition to the reasons named in the termination notice, non-payment of rent and repair costs, the respondent has repeatedly and unreasonably disturbed the other tenant in the residential complex.

An order shall issue evicting the respondent on June 22, 2012.

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Hal Logsdon  
Rental Officer