

IN THE MATTER between **KAREN BERGMAN**, Applicant, and **NORA DOAG**,
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 **YELLOWKNIFE, NT**.

BETWEEN:

KAREN BERGMAN

Applicant/Landlord

- and -

NORA DOAG

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of
September, 2002.

Hal Logsdon
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

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REASONS FOR DECISION

Date of the Hearing: September 10, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Karen Berman, applicant (via telephone)

Date of Decision: September 13, 2002

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on August 27, 2002 but failed to appear at the hearing. The hearing was held in her absence.

The applicant alleged that the respondent had caused damages to the rental premises through her negligence and sought an order requiring the respondent to pay for the costs associated with the repair of the alleged damages. The applicant testified that a water pipe had frozen and burst in the premises on or about January 31, 2002. She testified that the repair of the damages, less the part covered by her insurance, was \$1674.21.

The applicant alleged that a pipe froze due to the tenant either failing to set the thermostat properly or by failing to report any problems with the heating equipment to the landlord's agent so that preventative repairs could be completed. She stated that the repairman had told her that the respondent had indicated to him that the thermostat had been set low and that she had forgotten to turn it up again. The applicant also stated that the respondent had told her that the furnace had been going out a lot and later told her that the breaker for the furnace often disconnected. The applicant stated that she could not be sure which version to believe but in her opinion all of them reflected negligence on the part of the respondent. She stated that if there was a mechanical or electrical problem, the tenant should have reported it to her property manager who always attended to requests for repair promptly. If, on the other hand it was due to the thermostat being set too low, it was also a case of tenant negligence. The applicant stated that she

had lived in the premises from 1993 to 2000 and never had a problem with freezing pipes.

As well as the scenarios outlined by the applicant as to why the pipes may have frozen and burst, there are undoubtedly more. The evidence to support any of the applicant's possible reasons why the pipes froze is entirely hearsay. There was no direct evidence submitted to support any particular theory as to why the incident happened or if the respondent may have been negligent. I can not rely on hearsay evidence to determine a matter. In my opinion, there is not sufficient evidence to support the allegations of the respondent's negligence or omission. Accordingly, I must dismiss the application.

Hal Logsdon
Rental Officer