

IN THE MATTER between **HERTHA WIEDEMANN**, Applicant, and **RICHARD BASCHA**, 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 **INUVIK, NT**.

BETWEEN:

**HERTHA WIEDEMANN**

Applicant/Landlord

- and -

**RICHARD BASCHA**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of seven hundred twenty dollars (\$720.00).

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of March, 2003.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**HERTHA WIEDEMANN**

Applicant/Landlord

-and-

**RICHARD BASCHA**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 5, 2003

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

**Appearances at Hearing:** Hertha Wiedemann, applicant (by telephone)  
Richard Bascha, respondent

**Date of Decision:** March 11, 2003

**REASONS FOR DECISION**

The tenancy agreement between the parties was for a mobile home lot and was terminated on November 18, 2002 when the respondent removed the mobile home from the lot. The applicant alleged that the respondent had failed to pay any rent since September, 2002 and sought an order requiring the respondent to pay rent arrears in the amount of \$720. The applicant also alleged that the respondent had failed to properly clean up the lot and sought an order for costs related to the removal of debris in the amount of \$500.

The applicant testified that the respondent failed to give any notice to terminate the tenancy agreement and that the rent arrears consisted of rent for the months of August, September, October and November, 2002 at the rate of \$180/month. The respondent did not dispute the allegations concerning rent.

The applicant provided an invoice for \$500 which she stated she had paid to remove wood and insulation debris from the lot following the removal of the mobile home. She indicated that the payment was made to her father who, with the assistance of another man, cleaned up the site. The invoice indicates two men and a truck were used for 5 hours at a rate of \$100/hour. The respondent disputed the allegations stating that he and three other men cleaned up the site after removing the mobile home. He acknowledged that he was unable to remove a small amount of debris and several drums which were frozen into the ground but was willing to complete the

clean-up when weather permitted. There is obviously a difference of opinion as to the condition of the lot at the termination of the tenancy. In my opinion there is not sufficient evidence to support the applicant's allegations. The burden of evidence is with the applicant. The invoice alone does not necessarily reflect the condition of the lot. The landlord may have cause to file a future application if the remainder of the debris, acknowledged by both parties, is not cleaned up by the respondent when the weather permits. Compensation for the costs incurred to date are denied.

An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$720.

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Hal Logsdon  
Rental Officer