

IN THE MATTER between **LINDA MELANDER-GROFF**, Applicant, and **R. WAYNE GUY AND CONSTANTINA TSETSOS**, Respondents;

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 **YELLOWKNIFE, NT.**

BETWEEN:

LINDA MELANDER-GROFF

Applicant/Tenant

- and -

R. WAYNE GUY AND CONSTANTINA TSETSOS

Respondents/Landlords

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 18.1(b) of the *Residential Tenancies Act*, the respondents shall return the retained portion of the security deposit in the amount of two hundred eight dollars and ninety five cents (\$208.95) to the applicant.

DATED at the City of Yellowknife, in the Northwest Territories this 29th day of March, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **LINDA MELANDER-GROFF**, Applicant, and **R. WAYNE GUY AND CONSTANTINA TSETSOS**, 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.

BETWEEN:

LINDA MELANDER-GROFF

Applicant/Tenant

-and-

R. WAYNE GUY AND CONSTANTINA TSETSOS

Respondents/Landlords

REASONS FOR DECISION

Date of the Hearing: March 21, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Linda Melander-Groff, applicant
R. Wayne Guy, respondent

Date of Decision: March 21, 2012

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on January 24, 2012 when the applicant vacated the premises. The respondents retained \$208.95 for repairs of a frozen washing machine drain, returning the remainder of the security deposit and accrued interest to the applicant. The applicant disputed the deduction and sought an order requiring the respondents to return the \$208.95.

The applicant stated that the drain for the washing machine was not frozen just prior to her move. She stated that the drains had frozen on several occasions during her tenancy and were not caused by any negligence. She did not feel that her moving activity was directly related to the freezing of the drain.

The respondent stated that he had noticed the front door open on the applicant's moving day and had asked that the laundry room door be kept shut to avoid any possibility of freezing. He stated that the door was not shut, leading him to believe that the cold air entering the laundry room caused the drain trap to freeze.

The respondent stated that the washer drain was a typical installation, whereby the washer drain hose empties into a vertical sanitary drain and trap located in the laundry room. The respondent stated that the trap had frozen. That drain continues in a run through the crawl space, emptying into a sewage holding tank also located in the crawl space. The respondent stated that the crawl

space was unheated. The respondent also acknowledged that the sanitary drains did occasionally freeze during cold weather, usually about once a year.

The invoice for the repairs suggests that the freezing occurred in the run located in the crawl space, not in the laundry room trap. The respondent also stated that the washer pump was not frozen. The pump would have also likely been frozen if the laundry room temperature was cold enough to freeze the trap. The evidence suggests that the temperature in the crawl space was below freezing, not the laundry room. The evidence does not convince me that the frozen pipe was directly related to the applicant's moving activity. In my opinion the frozen section of drainage pipe could have easily been caused by the usual low temperature events that have caused past freeze-ups. I find no negligence on the part of the applicant and find the deduction of \$208.95 from the security deposit to be unreasonable.

An order shall issue requiring the respondents to return the retained portion of the security deposit in the amount of \$208.95 to the applicant.

Hal Logsdon
Rental Officer