

IN THE MATTER between **RON'S AUTO SERVICE LTD.**, Applicant, and  
**RICHARD WOLSKI**, 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:

**RON'S AUTO SERVICE LTD.**

Applicant/Landlord

- and -

**RICHARD WOLSKI**

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 one thousand eight hundred sixty dollars (\$1860.00).
2. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs related to the repair of tenant damages to the rental premises in the amount of four thousand eight hundred ninety one dollars and nineteen cents (\$4891.19).
3. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay the

applicant compensation for electricity which was paid on behalf of the respondent in the amount of two hundred sixteen dollars and thirty eight cents (\$216.38).

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of November, 2003.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**RON'S AUTO SERVICE LTD.**

Applicant/Landlord

-and-

**RICHARD WOLSKI**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 12, 2003

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

**Appearances at Hearing:** Ron Gibeault, representing the applicant  
Joan Gibeault, representing the applicant  
Richard Wolski, respondent

**Date of Decision:** November 14, 2003

**REASONS FOR DECISION**

The tenancy agreement between the parties was terminated by order of the Supreme Court. The order required the respondent to vacate the premises on or before September 19, 2003. The respondent vacated the premises on or about September 24, 2003. The applicant filed an application to a rental officer on October 16, 2003 seeking payment of alleged rent arrears, costs of electricity, cleaning and repair costs and legal costs in the total amount of \$9315.87. The applicant provided a detailed statement of the claim with supporting invoices. The applicant also provided numerous photographs of the premises.

The respondent did not dispute the allegations pertaining to rent arrears or costs related to electrical charges but claimed that the legal costs were inflated and that the replacement of the baseboards was unnecessary as the old baseboards could have been reused after floor covering was replaced. The respondent also claimed that several of the smaller holes in the walls were caused by the landlord when he moved items from the premises. The respondent also testified that the photographs were taken before he vacated the premises on September 24, 2003. The applicant testified that the photographs were taken on or about September 20, 2003.

The photographic evidence indicates extraordinary damage to the premises. Regardless of when the pictures were taken, there is no evidence to suggest that the photographs do not represent the condition of the premises at the termination of the tenancy. There is no compelling evidence to suggest that the condition of the premises was the result of anything other than negligence on the

part of the respondent. The small holes in the wall which the respondent claims were not the result of his negligence are insignificant in comparison to the damage done by the respondent and the cost to repair them is insignificant as well. If the respondent is of the opinion that the work could have been completed for less cost by reusing the baseboards, he should have arranged for the work to be completed himself, prior to vacating the premises. In my opinion, the costs are not unreasonable, given the extent of damage.

The legal fees incurred by the applicant were paid for legal services to obtain the order from the Supreme Court. The Court awarded costs to the applicant in that matter. The costs were not incurred in this matter and the request for compensation is therefore denied.

I find the respondent breached the tenancy agreement by failing to pay rent, failing to pay for electricity, and failing to repair tenant damages to the premises.

The applicant has retained the security deposit of \$930. I calculate interest due on that deposit in the amount of \$15.57. Taking the security deposit into account I find the following amounts due to the applicant:

Rent arrears	\$1860.00
Electrical charges	216.38
Cleaning/Painting/Repair (NDS)	3959.00
Carpet/lino repair	1877.76
Less deposit and interest	<u>(945.57)</u>
<b>Amount due applicant</b>	<b>\$6967.57</b>

Applying the deposit and interest to the repair costs, an order shall issue requiring the respondent

to pay the applicant rent arrears (\$1860.00), costs of electricity paid on his behalf (\$216.38) and cleaning and repair costs (\$4891.19).

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Hal Logsdon  
Rental Officer