



Order under Section 69
Residential Tenancies Act, 2006

File Number: CEL-95816-20

In the matter of: MAIN/UPPER, 74 TRILLIUM CRESCENT
BARRIE ON L4N5K3

Between: Gamal Tawaf

and

Jessica Davidson

I hereby certify this is a
true copy of an Order dated

August 23, 2021

C.P.

Landlord and Tenant Board

Landlord

Tenant

Gamal Tawaf (the 'Landlord') applied for an order to terminate the tenancy and evict Jessica Davidson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused undue damage to the premises. The Landlord has also applied for an order requiring the Tenant to compensate the Landlord for the damage; and because the number of persons living in the unit on a continuing basis is more than permitted by health, safety or housing standards.

These applications were heard together by videoconference on April 15, 2021. The Landlord and the Landlord's Legal Representative, Susan Koprach, attended the hearing. As of 9:30 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board.

Determinations:

The L1 Application – Arrears:

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from April 1, 2020 to April 30, 2021. Because of the arrears, the Landlord served a Notice of Termination effective August 26, 2020.
2. The Tenant vacated the rental unit as of March 13, 2021. The Tenant was in possession of the rental unit on the date the application was filed.
3. The lawful monthly rent is \$1,685.30.
4. The Landlord collected a rent deposit of \$1,686.30 from the Tenant and this deposit is still being held by the Landlord.

5. Interest on the rent deposit is owing to the Tenant for the period from October 2, 2020 to October 1, 2020.
6. The Tenant paid \$500.00 after the application was filed.

The L2 Application - Damage:

7. In the L2 application, the Landlord claimed damages in the amount of \$1,800.00 for damage to the garage door and pest control costs.
8. The Landlord testified that he was first alerted to a mouse problem in the residential complex by the basement tenant, who discovered mice in her unit. He stated that the pest control company had reported that there were multiple dead and live mice in both units, and that the mouse infestation was a result of the hole in the garage door and garbage being stored in the garage.
9. The Landlord stated that the basement tenant told him that the hole in the garage door was the result of an altercation between the Tenant and her former partner and had occurred at least one month earlier. Neither the damage, nor the presence of mice in the unit were reported to the Landlord by the Tenant.
10. At the hearing, the Landlord submitted evidence including text messages from the Tenant in which she acknowledged that she was attempting to have the garage door repaired, and the Landlord mentioned the mouse problem at the house.
11. The burden is on the Landlord to prove that the Tenant, or someone that the Tenant permitted on the residential complex, wilfully or negligently caused damage to the unit. The Landlord did not present witness testimony with respect to the events that led to the damage to the garage door. While it is possible that the Tenant invited her former boyfriend into the residential complex, there is no testimony or other evidence to support the assertion.
12. With respect to the pest control, the Landlord testified that the pest control service told him that the mouse infestation was a result of the hold in the garage door and garbage that was left in the garage. The Landlord did not supply any documentary or photographic evidence to support his testimony.
13. The Landlord submitted evidence of other damage to the property which was not included in the N5 Notice or in the application and was therefore not considered.
14. Based on the evidence before me, I find that the Landlord has failed to meet the evidentiary burden with respect to the L2 application.
15. Therefore, the L2 application will be dismissed.

16. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:


The L1 Application – Arrears:

1. The tenancy between the Landlord and the Tenant is terminated as of March 13, 2021, the date the Tenant gave vacant possession of the rental unit to the Landlord.
2. The Tenant shall pay to the Landlord \$15,255.86*, which represents the amount of rent owing and compensation up to March 13, 2021, less the rent deposit.
3. The Tenant shall also pay to the Landlord \$201.00 for the cost of filing the application.
4. If the Tenant does not pay the Landlord the full amount owing* on or before July 2, 2021, the Tenant will start to owe interest. This will be simple interest calculated from July 3, 2021 at 2.00% annually on the balance outstanding.

The L2 Application – Damage:

5. The Landlord's L2 application for wilful or negligent damage is dismissed.

August 23, 2021
Date Issued



Kathleen Wells
Member, Landlord and Tenant Board

Central-RO
3 Robert Speck Pkwy, 5th Floor
Mississauga ON L4Z2G5

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

* Refer to section A on the attached Summary of Calculations.

**Schedule 1
SUMMARY OF CALCULATIONS**

File Number: CEL-95816-20

A. Amount the Tenant must pay as the tenancy is terminated:

Reasons for amount owing	Period	Amount
Arrears: (up to the termination date in the Notice of Termination)	April 1, 2020 to October 1, 2020	\$8,405.44
Less the amount the Tenant paid to the Landlord		-\$500.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	October 2, 2020 to March 13, 2021	\$9,036.72
Less the rent deposit:		-\$1,686.30
Amount owing to the Landlord on the order date: (total of previous boxes)		\$15,255.86
Additional costs the Tenant must pay to the Landlord:		\$201.00
Total the Tenant must pay the Landlord as the tenancy is terminated:		\$15,456.86