



Order under Section 16.1 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Falkowska v Neumeyer, 2024 ONLTB 2668

Date: 2024-01-04

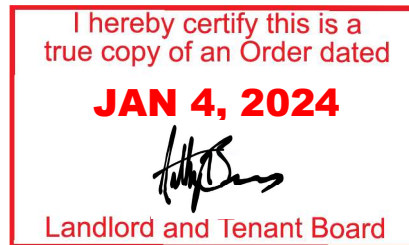
File Number: LTB-L-077117-23-IN

In the matter of: 206 Parkview Drive
Churchill Ontario L0L1K0

Between: Bozena Falkowska
Giuseppe Gagliardi
Agata Gagliardi

And

Beau Neumeyer



Landlord

Tenant

INTERIM ORDER

Bozena Falkowska, Giuseppe Gagliardi and Agata Gagliardi (the 'Landlord') applied for an order to terminate the tenancy and evict Beau Neumeyer (the 'Tenant') because *Residential Tenancies Act, 2006* (the 'Act') applies and:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises.
- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Bozena Falkowska, Giuseppe Gagliardi and Agata Gagliardi (the 'Landlord') applied for an order requiring Beau Neumeyer (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on December 14, 2023.

The Landlord and the Landlord's Legal Representative Peter Guzina and the Tenant attended the hearing.

Determinations:

1. At the hearing, the Tenant requested an adjournment because they only received the Notice of Hearing, 4 days before the hearing date and has retained legal representation to assist him in defending the allegations. The Landlord was prepared to proceed with the hearing.
2. After considering the parties' submissions, I granted the adjournment to allow the Tenant to prepare full answer and defence to the allegations and to have his legal representative present for the next hearing date.
3. The Tenant shall file and serve their evidence in accordance with the Board's Practice Direction on Evidence including:

All documents, photographs and other items provided to the other parties and the LTB as evidence must:


- a. be readable;
 - b. have consecutively numbered pages; and
 - c. include a list or table of contents identifying each item in order, and by page number, if more than one item is being submitted.
4. The parties shall exchange all documents, pictures and other evidence they intend to rely on at the hearing by the deadlines set out below. The parties shall also provide the LTB a copy of their evidence.

It is ordered that:

1. The hearing is adjourned to a date to be scheduled by the LTB peremptory on the Tenant to proceed on the next hearing date.
2. The parties shall provide their unavailable dates to the LTB by December 20, 2023, by 5:00 p.m.
3. The LTB will send the parties a Notice of Hearing for the next hearing date.
4. At least 20 days before the hearing, the parties shall give each other and file with the board a copy of any documents, receipts, photographs, recordings, or any other submissions they intend to rely on at the hearing by email.
5. Parties shall make any necessary replies and related evidence to each other's disclosure at least 10 days before the hearing.

6. Parties shall exchange with each other any list of witnesses and issue appropriate summons for witnesses if required, within 10 days of the hearing date.
7. If a party does not comply with the deadlines for disclosure in paragraphs 4,5,& 6 the Member may refuse to accept the evidence or consider the issues not disclosed.
8. If parties want to make disclosure through the Tribunals Ontario Portal, they must sign and file the LTB's form called "Consent to Disclosure through Tribunals Ontario Portal" found on the LTB's website.
9. Both the Landlord and Tenant are to keep the peace and be of good behaviour. Both parties acknowledge that to be of good behaviour is limited to noncompliance legal obligations found within federal, provincial or municipal statutory and provincial obligations. The Board will note that not necessarily all infractions of statutory obligations will trigger a breach of good behaviour. Breaches related to keeping the peace concern would be behaviour that is violent and disturbing to the tranquility of the public.
10. If the Landlord or Tenant do not comply with paragraph 9 or fail to attend the hearing, the Board may order the Landlord or Tenant to pay costs to the Landlord and/or to the Board. (Please see the Board's Interpretation Guideline 3 on Costs and Rule 23 of the Board's Rules of Procedure.)
11. The Tenant shall allow the Landlord access to the rental unit, when the Landlord has provided proper notice of entry, pursuant to section 27 (1) of the 'Act', (Exemption to written notice is under section 26 of the 'Act'), with written notice to the Tenant and to give the Tenant 24 hours before time of entry. The Landlord shall make the necessary repairs and replacements or work to the rental unit. The Tenant shall not cause any further damage to the rental unit.
12. If the Tenant does not comply with paragraph 11 or fail to attend the hearing, the Board may order the Tenants to pay costs to the Landlord and/or to the Board. (Please see the Board's Interpretation Guideline 3 on Costs and Rule 23 of the Board's Rules of Procedure.)
13. I am seized.

January 4, 2024
Date Issued



Anthony Bruno
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

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