



Order under Section 69  
**Residential Tenancies Act, 2006**

**File Number:** SWL-49178-21

**In the matter of:** 300, 871 ADELAIDE STREET N  
LONDON ON N5Y2M2

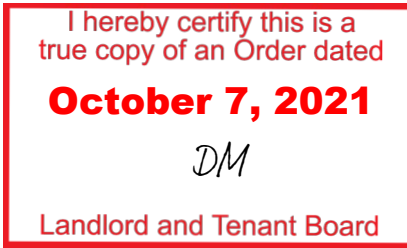
**Between:** Canco Investment Properties

Landlord

**and**

Charlotte Hines

Tenant



Canco Investment Properties (the 'Landlord') applied for an order to terminate the tenancy and evict Charlotte Hines (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. The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by video hearing on July 5, 2021.

Only the Landlord, Ranae Murray attended the hearing.

**Determinations:**

1. The Tenant, an occupant of the rental unit or a person permitted in the residential complex by the Tenant has wilfully or negligently caused undue damage to the rental unit as supported by photographs. The Tenant broke the unit door completely, made holes in all the walls, damaged the floors, removed all the doors inside the unit, broke and removed all the locks and the walls are covered entirely with graffiti. The graffiti and holes in the walls are extensive and drywalls requires replacement. The kitchen damaged by water, cigarette burns, floors also damaged by water, cigarettes and refrigerator is broken and requires replacement.
2. The Landlord will incur costs to repair the damage and/or replace property that was damaged and cannot be reasonably repaired. The Landlord expects to incur costs of \$6,000.00 (MB Contracting quote) which was a lesser quote the Landlord received. The costs include material, labour to replace the drywall walls, paint, repair floors, replace refrigerator with used appliance, repair or replace kitchen cabinets as well as taxes.

3. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated, as of October 18, 2021. The Tenant must move out of the rental unit on or before October 18, 2021.
2. The Tenant shall pay to the Landlord \$6,000.00, which represents the reasonable costs of repairing the damage and replacing the damaged property.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. If the Tenant does not pay the Landlord the full amount owing on or before October 18, 2021, the Tenant will start to owe interest. This will be simple interest calculated from October 19, 2021 at 2.00% annually on the balance outstanding.
5. If the unit is not vacated on or before October 18, 2021, then starting October 19, 2021, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after October 19, 2021.

**October 7, 2021**  
**Date Issued**

  
Sandra Macchione  
Member, Landlord and Tenant Board

South West-RO  
150 Dufferin Avenue, Suite 400, 4th Floor  
London ON N6A5N6

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

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on April 19, 2022 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.