

Order under Section 69  
Residential Tenancies Act, 2006

File Number: TNL-91827-17

In the matter of: 1103, 370 DIXON RD W  
TORONTO ON M9R1T2

Between: Maja Petrovic

and

Bryann Muirhead

I hereby certify this is a true copy of the Order  
(Name of Document)  
  
(Signature of Staff Member)

Landlord

MAY 26 2017

Tenant

Landlord and Tenant Board

Maja Petrovic (the 'Landlord') applied for an order to terminate the tenancy and evict Bryann Muirhead (the 'Tenant') because the Tenant wilfully or negligently caused undue damage to the premises, because the Tenant substantially interfered with her reasonable enjoyment, and because a purchaser of the property requires possession of the unit for their own use

This application was heard in Toronto on May 24, 2017.

The Landlord, the Landlord's representative Christina Nastas, and the Tenant attended the hearing.

**Reasons:**

Issues

1. This matter was first before the Board on April 7, 2017. Following that hearing, several of the issues in the application were resolved by way of an interim order issued on April 11, 2017. That order also set out the remaining issues to be determined.
2. Subsequent to the April 7, 2017, the Tenant vacated the rental unit. Since the tenancy has now terminated, the Landlord's application to evict the Tenant is moot. I therefore no longer need to consider whether the Tenant substantially interfered with the Landlord's reasonable enjoyment by taking the Landlord's mirror, causing clutter, or failing to provide proof of insurance.
3. The remaining issues to be determined are whether the Tenant willfully or negligently damaged the electrical outlets, balcony door, and wall light. Those issues were heard on May 24, 2017 and are resolved by this order.

Electrical outlets

4. During the tenancy, three of the electrical outlets stopped working. The Landlord testified that the Tenant must have overloaded the circuit and caused the outlets to "burn" or "melt."
5. The Landlord's allegation is pure speculation and is unsupported by any evidence. There was no evidence that the Tenant actually overloaded the circuit or that this damaged the outlets. The Landlord appears to simply believe that, since the outlets have stopped working, it must be the Tenant's fault.
6. Moreover, if the Tenant overloaded a circuit, that should simply trip the circuit breaker, not damage the outlet. When this was pointed out to the Landlord on cross-examination, she stated that the Tenant must have kept tripping the breaker over and over until eventually the outlet burned. She did not explain how repeatedly tripping the breaker would burn the outlet. The Landlord's theory is wildly implausible.
7. In addition, the Landlord conceded on cross-examination that her own electrician told her there was a problem with the wiring in the unit. He told her that there was a combination of copper and aluminum wiring, and that the aluminum would heat up and needed to be replaced. This is a much more likely explanation for the outlets having been burned or melted.
8. Since there was no evidence whatsoever that the Tenant damaged the wall outlets, I dismissed this portion of the Landlord's claim without requiring the Tenant to give evidence in reply.

Balcony door

9. During the tenancy, the Tenant complained to the Landlord that the balcony door did not fit in the frame and did not close properly. The Landlord had to pay to have material shaved off the door so that it would fit.
10. The Landlord alleges that the Tenant caused the problem. She says that the Tenant painted the door and then closed it while the paint was still wet; this sealed the door shut. The Tenant then forced the door open and in doing so, pulled it out of alignment so that it no longer closed properly.
11. Once again, the Landlord's theory is entirely speculative. She gave no reason for her belief that the Tenant had painted the door shut or pulled it out of alignment. She seems to simply believe that if the door was not closing, it must be the Tenant's fault.
12. Furthermore, the Landlord's theory does not make sense. She did not explain how pulling the door would bring it out of alignment. There was no evidence that the door actually was out of alignment. Finally, if the door were out of alignment then surely the appropriate repair would have been to re-align it, not to shave material off it.
13. The Tenant testified that she never painted the door shut, forced it open, or pulled it out of alignment. She testified that the door was simply too big for the frame, and had been

since the start of the tenancy. I find this testimony to be more credible than the Landlord's implausible speculation.

14. The Landlord has therefore not established that the Tenant damaged the balcony door.

Wall light

15. The Landlord complains that, during the tenancy, the Tenant removed a light that was attached to the wall. She gave it to the Landlord in pieces. The Landlord has not been able to figure out how to reassemble it, so she plans to buy a new one at an estimated cost of \$69.98.

16. Since there was no evidence that the Landlord consented to the light being removed, I find that the Tenant willfully damaged the premises by removing the light.

17. The Tenant testified that the light will be easy to re-install. In other words, she argues that the reasonable cost to repair the damage will be negligible, because the Landlord can simply re-install the light herself.

18. I do not accept the Tenant's argument. It is not the Landlord's fault that she does not know how to re-install the light. Re-installing it might have been easy for the Tenant, but it is not easy for the Landlord. It is reasonable for the Landlord to buy a new light that she will be able to figure out how to install. Having removed the light without permission, the Tenant may not rely on the Landlord to figure out how to re-install it for her.

19. I therefore find that the reasonable cost to repair the damage to the unit is \$69.98. The Tenant will be ordered to reimburse the Landlord for that amount.

Filing fee

20. As the Landlord was substantially unsuccessful in her applications, no costs will be awarded.

**It is ordered that:**

1. The tenancy is terminated. The Tenant has vacated the rental unit.
2. The Tenant shall pay the Landlord \$69.98, which represents the reasonable expected cost to repair damage to the rental unit.
3. If the Tenant does not pay the full amount owing by June 6, 2017, she will start to owe interest. This will be simple interest calculated from June 7, 2017 at 2.00% annually on the balance outstanding.

**May 26, 2017**  
**Date Issued**

  
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Dale Whitmore  
Member, Landlord and Tenant Board

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