



Order under Section 69
Residential Tenancies Act, 2006


File Number: TSL-25198-21

In the matter of: 504 STRATHMORE BOULEVARD
TORONTO ON M4C1N7

Between: Svetlana Pavlova

and

Necati Yakut

I hereby certify this is a
true copy of an Order dated
May 25, 2022

Landlord and Tenant Board

Landlord

Tenant

Svetlana Pavlova (the 'Landlord') applied for an order to terminate the tenancy and evict Necati Yakut (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.

This application was heard by videoconference on February 15, 2022.

Only the Landlord, and the Landlord's Legal Representative, Charlene Lewin, attended the hearing. As of 12:00 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board.

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 and residential complex by damaging the balcony door, clogging the bathroom with hygiene products, and damaging the kitchen window.
2. The Landlord submitted that it would incur costs of \$1,876.00 to repair the damage caused by the Tenant. The Landlord submitted that it would cost \$226.00 to repair the plumbing issues, and \$1,650.00 to repair the balcony floor. The Landlord submitted an invoice from Cora Force Drain Service for \$226.00 for plumbing repairs. There was no estimate or invoice that was provided for the actual cost or anticipated cost of repairing the balcony floor.
3. The Landlord provided pictures of the cracked balcony floor, broken door frame and smashed kitchen window.

4. The Landlord raised several safety concerns about the Tenant's behaviour towards other tenants. These concerns were heard but not considered, because it is outside the scope of this application, which is limited to damage caused to the rental unit by the Tenant and his guests.
5. Moeen Ghofrani, a tenant residing at the residential complex, testified that the Tenant and his friends broke the doors and windows of the rental unit. He further testified that the Tenant has frequent fights with his girlfriend and there are loud noises which sounds like dishes and other items are being thrown around and causing damage to the rental unit.
6. Anas Raza, another tenant residing at the residential complex, testified that the Tenant broke the kitchen and bathroom windows. He further testified that the Tenant would break the balcony door to access the rental unit when he did not have his keys.
7. 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. Based on the uncontested evidence presented by the Landlord at the hearing and based on a balance of probabilities I am satisfied that the Tenant has willfully caused undue damage to the rental unit. I accept the testimonies of the Landlord's witnesses that corroborated the statements the Landlord made about the Tenant willfully damaging the rental unit. As well, the pictures provided by the Landlord confirm the extent of the damages caused to the rental unit by the Tenant. I am awarding the repair costs of \$226.00 claimed by the Landlord, which the Landlord incurred as proven by the Cora Force Drain Service invoice submitted into evidence by the Landlord. The Landlord failed to provide an estimate or an actual invoice for the cost related to the repairs of the balcony floor. The pictures provided by the Landlord clearly show that the balcony floor is cracked, and it must be repaired to avoid any safety hazards. I find it reasonable to award \$500.00 to the Landlord to repair the balcony floor.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated, as of May 25, 2022. The Tenant must move out of the rental unit on or before June 5, 2022.
2. The Tenant shall pay to the Landlord \$726.00 (\$500/balcony floor + \$226.00/plumbing), which represents the reasonable costs of repairing the damage caused by the Tenant to the bathroom and balcony floor.
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 June 5, 2022, the Tenant will start to owe interest. This will be simple interest calculated from June 6, 2022 at 2.00% annually on the balance outstanding.
5. If the unit is not vacated on or before June 5, 2022, then starting June 6, 2022, 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 June 6, 2022.

May 25, 2022
Date Issued



Poeme Manigat
Member, Landlord and Tenant Board

Toronto South-RO
15 Grosvenor Street, 1st 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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on December 6, 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.