



Order under Section 69
Residential Tenancies Act, 2006

File Number: TSL-16761-20

In the matter of: 3, 1089 BROADVIEW AVENUE
TORONTO ON M4K2S4

Between: Apc Ltd. Landlord

and

Maria Sokolova Tenant

Apc Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Maria Sokolova (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; because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant; because the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex involving the production of an illegal drug, the trafficking in an illegal drug or the possession of an illegal drug for the purposes of trafficking; and because 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.

This application was heard in Passcode: 667 1872 1064# on June 21, 2021. Only the Landlord Alex Perlman attended the hearing. The Landlord testified that he sent a text message to the Tenant to ensure she was aware of the hearing.

Also in attendance were four witnesses for the Landlord who testified at the hearing.

Preliminary Matter:

The L2 application filed by the Landlord did not ask for financial compensation for damage caused to the rental unit. The Landlord testified that he called the Board and was informed by the Board how to amend his application. The Landlord testified that he was instructed to send an email requesting the amendment. This email was attached to the Landlord's submissions which were made prior to the hearing confirm this. A copy of an amended application must also be served on a tenant. The Landlord's pre-hearing submissions also confirm the Landlord had informed the Tenant he was seeking financial compensation for damages caused by the Tenant.

An email dated August 25, 2020 shows the Landlord reached out to the Tenant to attempt to reach an agreement after the Tenant vacated unit on July 29, 2020.

I find the Tenant was aware of the claim the Landlord is making for damages.

Determinations:

1. The Landlord was not reasonably able to participate at the original hearing. The application proceeded with the claim for damages as the tenancy has been terminated.
2. Hanna Regehr was the architect who oversaw the renovation of the residential complex, including the Tenant's unit, prior to the Tenant moving in. Ms. Regehr testified that the unit was in excellent condition at that time.
3. Karey Shaffer has a position of supervision for the residential complex and inspected the unit after the Tenant vacated. This witness confirmed the damages claimed by the Landlord including a broken window, sticky grim throughout the unit, the fact the unit 'reeked' of drugs, broken entry door frame, reattaching the kitchen sink and refitting the kitchen faucet, repairs to the bathroom, re-installing a light fixture, repairing a hole in the floor, as well and cleaning, repairing and re-painting walls the Tenant painted without permission.
4. Harold Pizel has been the president of a property management company since 1987 and has been a contractor. Mr. Pizel confirmed that the damage caused by the Tenant, in his experience, will exceed the amount claimed by the Landlord.
5. Ben Yacob testified that he spoke to the Tenant and that the Tenant acknowledged the damage and told Mr. Tacob she was going to repair the damage.
6. I find the Tenant of a person permitted in the residential complex by the Tenant has wilfully or negligently caused undue damage to the rental unit.
7. The Landlord has incurred costs of \$6,200.65 for repair the damage and will incur total costs that will exceed \$7,407.15 to repair the damage and replace property that was damaged and cannot be reasonably repaired.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated, as of July 29, 20210.
2. The Tenant shall pay to the Landlord \$7,407.15, 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 June 25, 2021, the Tenant will start to owe interest. This will be simple interest calculated from June 26, 2021 at 2.00% annually on the balance outstanding.



Greg Joy
Member, Landlord and Tenant Board

June 20, 2021
Date Issued

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.