



Order under Section 69
Residential Tenancies Act, 2006

File Number: NOL-41148-20

In the matter of: 84 PICTON AVENUE
THUNDER BAY ON P7B6J8

Between: TBDSSAB Housing Programs Landlord

and

Isabel Sakanee Tenant

TBDSSAB Housing Programs (the 'Landlord') applied for an order to terminate the tenancy and evict Isabel Sakanee (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 video conference on June 14, 2021. Only the Landlord's representative, Cristie Berman, attended the hearing. As of noon, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board.

Determinations and Reasons:

1. The Tenant is in possession of the rental unit.
2. The Landlord's application was preceded by a single N5 notice of termination ("N5 Notice") deemed served on September 29, 2020. The N5 Notice set out the reason for ending the tenancy as follows: 1) the Tenant or someone visiting or living with the Tenant has wilfully or negligently damaged the rental unit or the residential complex.
3. It was the Landlord's evidence that an inspection of the rental unit on September 4, 2020 revealed the following damage: holes in the walls throughout the unit; 4 interior doors with significant holes and breaks; 4 door handles missing and/or broken off; 4 missing window screen; and the need for garbage removal, cutting of the lawn, and changing of the lock.
4. The Landlord submitted copies of the damaged property along with invoices and estimates to repair and/or replace the damaged property. The N5 Notice provided an itemized list of the cost to repair and/or replace the damaged property.

5. Based on the evidence before me, I find 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.
6. Subsection 64(3) of the *Residential Tenancies Act, 2006* (the "Act") states that a tenant can void an N5 Notice by stopping the activities or correcting the described behaviour within seven days of being served with notice. The Tenant did not void the notice of termination by correcting the behaviour or paying the Landlord for the damage.
7. The Landlord's application claims that it will incur costs of \$1,703.00 to repair the damage and/or replace property that was damaged and cannot be reasonably repaired. While the Landlord may have incurred costs related to the cutting of the lawn and the changing of the locks, these do not constitute damage and will therefore be removed from the amount claimed by the Landlord. I find that the amount claimed for the undue damage to be both reasonable and supported and will therefore order the Tenant pay the Landlord \$1,613.00.
8. 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 July 5, 2021. The Tenant must move out of the rental unit on or before July 5, 2021.
2. The Tenant shall pay to the Landlord \$1,613.00, which represents the reasonable costs of repairing the damage and/or 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 July 5, 2021, the Tenant will start to owe interest. This will be simple interest calculated from July 6, 2021 at 2.00% annually on the balance outstanding.
5. If the unit is not vacated on or before July 5, 2021, then starting July 6, 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 July 6, 2021.

June 24, 2021
Date Issued



Dawn Sullivan
Member, Landlord and Tenant Board

Northern-RO
199 Larch Street, Provincial Building, Suite 301
Sudbury ON P3E5P9

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 January 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.