



Order under Section 69
Residential Tenancies Act, 2006

File Number: SOL-21793-21

In the matter of: C, 8 BROWN DRIVE
ST. CATHARINES ON L2S3Z4

Between: Tina Ungaro Landlords
Alex Velazquez

and

Neva Holder Tenants
Sanjay Allen

Tina Ungaro and Alex Velazquez (the 'Landlords') applied for an order to terminate the tenancy and evict Neva Holder and Sanjay Allen (the 'Tenants') because they have wilfully or negligently caused undue damages to the premises. The Landlords has also applied for an order requiring the Tenants to compensate the Landlords for these damages. The Landlords have also applied for an order to terminate the tenancy and evict the Tenants because they have substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlords or another tenant; and because they have carried out an illegal trade, business or occupation in the rental unit or the residential complex.

This application was heard by video conference on June 23, 2021 beginning at 9:00 a.m.

The Landlords, the Landlords' witness, Dustin Wegelin, the Tenant, Neva Holder, and the Tenant's Legal Representative, Francisco Gomez, attended the hearing. Neva Holder was representing both Tenants at the hearing.

Determinations:

1. Both parties agreed to try mediation before the hearing and once the hearing started it was determined that the Tenants were to leave the rental unit on or before June 30, 2021 and the only issue left to decide was concerning the matter of outstanding damages.
2. The Landlords testified that there were \$5,700.85 in total damages to the rental unit that the Tenants were responsible for. This amount was from a repair estimate received from a general contractor and this estimate was part of the Landlords' submissions to the Board.

3. The Landlords' witness, Dustin Wegelin, testified that he was the contractor called in to provide an estimate of the work necessary to repair the unit. This witness stated that there was water leaking from a broken kitchen sink, there was damage to the floors, to the kitchen ceiling, to the basement bathroom ceiling, and to the carpets in the rental unit. The witness added that the carpets were in bad shape and needed replacing. He also mentioned a railing that needed to be installed as well as the labour necessary for carpet removal and flooring installation. The witness also testified that the broken sink was being held up by a piece of wood and that sink was in bad shape.
4. When questioned about the cause of the reported damages by the Tenant's Legal Representative, the witness could not determine whether it was the Tenants who caused all the damages or if it was a result of normal wear-and-tear with a lack of regular maintenance by the Landlords. The Tenant's Legal Representative also questioned as to why the estimate involved replacing all carpets with laminate flooring and that this same estimate did not contain any mention of cleaning the carpets first before attempting to replace them all.
5. The Tenant confirmed that the stains on the carpet were a result of their everyday living in the rental unit and did agree to being responsible for the cleaning of the carpets before her family left the property.
6. In this matter, I find that there is not enough proof that the Tenants caused all of the listed damages in this case. I do find the Tenants responsible for the carpet stains and they are liable for the costs to have the carpets professionally cleaned.
7. The parties have agreed that the final termination date for this tenancy is June 30, 2021. They also agreed that the Tenants are responsible for all utility costs up to June 30, 2021.
8. The Landlords are holding a rent deposit of \$1,800.00.
9. This order contains all of the reasons in this matter and no further reasons will be issued.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated, as of June 30, 2021. The Tenants must move out of the rental unit on or before June 30, 2021.
2. The Tenants agree to have the carpets in the rental unit professionally steam cleaned before June 30, 2021. If the Tenants do not have the carpets professionally cleaned, the Tenants will owe to the Landlords **\$750.00** to cover any costs the Landlords shall incur to clean the carpets.
3. The Tenants shall also pay to the Landlords **\$186.00** for the cost of filing the application.

4. If the Tenants do not pay for the utility costs up to June 30, 2021 or the Tenants do not pay for the carpets to be professionally cleaned, the Landlords may deduct these costs as well as the cost of filing the application from the last month's rent deposit.
5. If the Tenants do not pay the outstanding costs to the Landlords, the balance owing shall become due on or before July 15, 2021. The Tenants will also start to owe interest. This will be simple interest calculated from July 16, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before June 30, 2021, then starting July 1, 2021, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords on or after July 1, 2021.

2021 CanLII 95912 (ON LTB)

June 30, 2021
Date Issued

Michael Di Salle
Michael Di Salle
Member, Landlord and Tenant Board

Southern-RO
119 King Street West, 6th Floor
Hamilton ON L8P4Y7

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 1, 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.