

Order under Section 69
Residential Tenancies Act, 2006

File Number: SWL-50409-21

In the matter of: UNIT A, 143 WELLESLEY CRESCENT N
LONDON ON N5V1J6

Between: Rohit Talwar Landlord

and

Justin Ryan Tenants
Stacy Carnochan

Rohit Talwar (the 'Landlord') applied for an order to terminate the tenancy and evict Justin Ryan and Stacy Carnochan (the 'Tenants') because they, another occupant of the rental unit or someone they permitted in the residential complex have wilfully or negligently caused undue damage to the premises; because the Landlord has entered into an agreement of purchase and sale of the rental unit and the purchaser requires possession of the rental unit for the purpose of residential occupation; and because the Tenants have been persistently late in paying their rent.. The Landlord has also applied for an order requiring the Tenants to compensate the Landlord for the damage and claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard in Passcode: 695 7516 4596# on July 30, 2021.

Only the Landlord attended the hearing.

Determinations:

Withdrawal of Application to Terminate

1. The Landlord indicated at the outset of the hearing that the Tenants had vacated the unit on June 1, 2021. The Landlord no longer sought an order for termination of the tenancy but sought an order compensating the Landlord for damage to the unit. The Landlord requested the Board's consent to withdraw the application to terminate the tenancy.
2. I have considered the Landlord's request for withdrawal in accordance with subsection 200(4) of the *Residential Tenancies Act, 2006* and consent to the withdrawal of the Landlord's application to terminate the tenancy.

Application for Damage

3. The Landlord testified that during an inspection of the unit on April 1, 2021, prior to the Tenants vacating the unit, the Landlord's real estate agent and an inspector found the following damage to the unit, with estimated repair costs itemized:
 - a) As shown in photographs taken during the inspection and provided to the Board in advance of the hearing, the hardwood floor in the master bedroom had black stains from water damage (Refer Exhibit 1 photo). The hardwood itself was warped. The Landlord testified that it appeared that the damage had been caused by condensation from an air conditioning unit which had been on the floor;
 - b) The Landlord testified that he had obtained an estimate from Home Depot for replacement of the floor with vinyl in the amount of \$789.86;
 - c) The laminate flooring in the living room had cuts (Refer Exhibit 2 photo) which required that the entire floor be replaced;
 - d) The Landlord did not present any written evidence of an estimate for replacement of the living room floor but testified that he had deducted \$999.80 from the sale price of the unit for this damage;
 - e) A screen door handle and latch were broken. The Landlord testified that the receipt for the materials to fix the door showed a cost of \$38.52; and
 - f) The Landlord testified that he incurred costs of \$128.00 to remove garbage left behind by the Tenants. This item was not included in the L2 application and I deny this portion of the claim.
4. I find, on the basis of the uncontroverted testimony of the Landlord and my review of the photos entered as Exhibit 1 and 2 in the hearing, that the damage to the bedroom floor, living room floor and door latch was attributable to the actions of the Tenants or of those they permitted in the unit and that the Landlord is entitled to compensation for repair of these items.
5. The Landlord did not present any written material to substantiate the estimated costs for repair of the various items claimed. However the Landlord testified as to the basis for the estimated costs for each item and testified that he deducted a total of \$2,276.00 from the agreed sale price of the unit to compensate the purchasers for the costs of these repairs.
6. I find, on the basis of the Landlord's testimony, that it is more likely than not that a deduction in the sale price of the unit of \$1,828.18 (for the bedroom floor, living room floor and door latch) was reasonable in the circumstances and was the amount of loss incurred by the Landlord as a result of the damage incurred by the Tenants.

It is ordered that:

1. The Landlord's application for an order terminating the tenancy on the basis of purchaser's own use and persistent late payment of rent is withdrawn.
2. The Tenants shall pay to the Landlord \$1,828.18, which represents the reasonable costs of repairing the damage caused by the Tenants or those they permitted in the unit.
3. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. If the Tenants do not pay the Landlord the full amount owing on or before August 23, 2021, they will start to owe interest. This will be simple interest calculated from August 24, 2021 at 2.00% annually on the balance outstanding.



August 12, 2021
Date Issued

Lynn Mitchell
Member, Landlord and Tenant Board

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