



**Order under Section 89
Residential Tenancies Act, 2006**

Citation: Summit Properties Inc. v Hasanzada, 2023 ONLTB 49162

Date: 2023-07-12

File Number: LTB-L-025625-22

In the matter of: 904, 535 PROUDFOOT LANE
LONDON ON N6H5X2

Between: Summit Properties Inc.

And

Wamiq Hasanzada
Arafa Hasanzada

I hereby certify this is a
true copy of an Order dated
Jul 12, 2023
Landlord and Tenant Board

Landlord

Tenants

Summit Properties Inc. (the 'Landlord') applied for an order requiring Wamiq Hasanzada and Arafa Hasanzada (the 'Tenants') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

This application was heard by videoconference on June 15, 2023. Only the Landlord's legal agent, H. Fernandes, and the Landlord's legal representative, K. Kok, attended the hearing.

As of 10:10 a.m., the Tenants was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the claim for compensation in the application. Therefore, the Landlord is entitled to \$559.07.

Compensation for damages

2. The Tenants, another occupant of the rental unit or a person whom the Tenants permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
3. I find that the Tenants broke the toilet in the rental unit. Submitted into evidence was a photograph of the toilet showing a crack. Also submitted into evidence was an invoice with the description identifying the toilet was chipped, requiring replacement and that there was a hole in the bowl appearing to be caused by an object falling into the toilet. Based on the uncontested evidence, I find that the Tenants caused undue damage to the toilet.

4. I find that the Tenants broke the stove in the rental unit. Submitted into evidence was a letter identifying that the Tenants complained of the broken stove and advised the Landlord that they had taken apart the stove to clean it. Also submitted into evidence was an invoice with the description identifying that the Tenants took apart the stove and tried to put it back together, but the stove no longer aligned. Based on the uncontested evidence, I find that the Tenants caused undue damage to the stove.
5. Based on the invoices submitted into evidence, I find that the Landlord has incurred reasonable costs of \$559.07 to repair the damage.

It is ordered that:

1. The Tenants shall pay to the Landlord \$559.07, which represents the reasonable costs of repairing the damage.
2. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
3. If the Tenant does not pay the Landlord the full amount owing on or before July 23, 2023, the Tenant will start to owe interest. This will be simple interest calculated from July 24, 2023 at 6.00% annually on the balance outstanding.

July 12, 2023
Date Issued



Camille Tancioco
Member, Landlord and Tenants Board

15 Grosvenor Street, Ground 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.