



Order under Section 69
Residential Tenancies Act, 2006

File Number: TEL-08653-20

In the matter of: MAIN FLOOR, 479 ROSSLAND ROAD EAST
OSHAWA ON L1G2X4

Between: Vasant Sridhar

Landlord

and

Brennan James Cochrane
Jennelle Hazel Lepine

Tenants

**I hereby certify this is a
true copy of an Order dated**

Jan 22, 2021

Landlord and Tenant Board

Vasant Sridhar (the 'Landlord') applied for an order to terminate the tenancy and evict Jennelle Hazel Lepine and Brennan James Cochrane (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

The Landlord also applied for an order to terminate the tenancy and evict 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.

The Landlord has also applied for an order requiring the Tenants to compensate the Landlord for the damage; because they, another occupant of the rental unit or someone they permitted in the residential complex have wilfully caused undue damage to the premises.

The Landlord has also applied for an order requiring the Tenants to compensate the Landlord for the damage; because they, another occupant of the rental unit or someone they permitted in the residential complex have substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant; because they, another occupant of the rental unit or a person the Tenants permitted in the residential complex have seriously impaired the safety of any person; and because they have been persistently late in paying their rent. The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by video conference on December 18, 2020.

Only the Landlord and the Landlord's legal representative, B. Lue Sang attended the hearing.

Determinations:

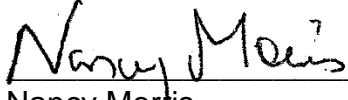
1. The Tenants have not paid the total rent the Tenants were required to pay for the period from July 15, 2019 to January 14, 2021. Because of the arrears, the Landlord served a Notice of Termination.
2. The Landlord collected a rent deposit of \$1,675.00 from the Tenants and this deposit is still being held by the Landlord.
3. Interest on the rent deposit is owing to the Tenants for the period from March 15, 2018 to March 14, 2020.
4. The Tenants moved out of the rental unit on March 31, 2020.
5. The Landlord alleges that, on December 5, 2019, the Tenants aggressively threw a parcel down the stairs and damaged the door of the basement apartment. The Landlord said that the parcel created a hole in the door, and he submitted into evidence photographs of the damaged door.
6. The Landlord said that the door has been patched. However, the Landlord said that the door must be replaced, and said that they received an estimate of \$500.00 to replace the door.
7. The Landlord is seeking compensation for the rent arrears owed, as well as compensation to replace the door damaged by the Tenants.
8. I find that the Tenants moved out of the rental unit on March 31, 2020, and the tenancy terminated on that date.
9. I find that the uncontested evidence of the Landlord proves, on a balance of probabilities, that there was serious damage to the downstairs door of the residential complex caused by the Tenants. The Tenants or an occupant of the rental unit or a person permitted in the residential complex by the Tenants has wilfully or negligently caused undue damage to the residential complex by seriously damaging the downstairs door. Consequently, they will be ordered to pay the \$500.00 requested to replace the door.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants moved out of the rental unit on or before March 31, 2020.
2. The Tenants shall pay to the Landlord \$6,368.97*, which represents the amount of rent owing and compensation up to March 31, 2020, less the rent deposit and interest the Landlord owes on the rent deposit.

3. The Tenants shall also pay to the Landlord \$500.00 to replace the downstairs door of the residential complex.
4. The Tenants shall also pay to the Landlord \$190.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlord the full amount of \$7,058.97 owing on or before February 2, 2021, the Tenants will start to owe interest. This will be simple interest calculated from February 3, 2021 at 3.00% annually on the balance outstanding.

January 22, 2021
Date Issued



Nancy Morris
Member, Landlord and Tenant Board

Toronto East-RO
2275 Midland Avenue, Unit 2
Toronto ON M1P3E7

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

* Refer to section A on the attached Summary of Calculations.

**Schedule 1
SUMMARY OF CALCULATIONS**

File Number: TEL-08653-20

A. Amount the Tenants must pay:

Reasons for amount owing	Period	Amount
Arrears:	July 15, 2019 to March 14, 2020	\$7,175.00
Plus compensation:	March 15, 2020 to March 31, 2020	\$936.19
Less the rent deposit:		-\$1,675.00
Less the interest owing on the rent deposit:	March 15, 2018 to March 14, 2020	-\$67.22
Amount owing to the Landlord on the order date: (total of previous boxes)		\$6,368.97
Additional costs the Tenants must pay to the Landlord:		\$190.00
Total the Tenants must pay the Landlord:		\$6,558.97