



Order under Section 69
Residential Tenancies Act, 2006

File Number: TSL-19814-21

In the matter of: 510, 126 SIMCOE STREET
TORONTO ON M5H4E6

Between: Baytree Property Management Inc. Landlord

and

Hareesh Sandupatla Tenants
Venkata Sri Harsha Sunnam

Baytree Property Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Hareesh Sandupatla and Venkata Sri Harsha Sunnam (the 'Tenants') 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; and/or 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. The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date. (L2 application)

This L2 application was heard by videoconference on July 27, 2021.

Only the Landlord's Agent, Shannon Jackson, attended the hearing. As of 11:07 am, the Tenants were not present or represented at the hearing, which commenced to be heard on an uncontested basis.

As a preliminary matter, the Landlord's Agent that the Tenant, Venkata Sri Harsha Sunnam, had sublet the rental unit to a Sean Allen, but Mr. Allen is not to be added as a party to these proceedings as the responsibility for the tenancy remains solely with the Tenants.

Determinations:

1. An N5 notice of termination underlying the application was served on the Tenants on November 22, 2020, alleging that on or about August 26, 2020, the Tenants' guest substantially interfered with and caused wilful or negligent damage to the residential complex by pulling the fire alarm for the building. The Landlord explained that to void the N5 notice, the Tenants were notified to pay \$1,455.00 for the cost incurred when the Toronto Fire Department attended the residential complex. If successful with the L2 application, the Landlord is seeking the \$1,455.00 and the termination of the tenancy, plus costs for filing the application. Separately under the application, the Landlord claimed the same \$1,455.00 in undue damages under section 89 of the *Residential Tenancies Act, 2006* (the 'Act').

2. The Landlord's Agent testified the Tenants moved out of the rental unit on December 31, 2020. As a result, the Landlord is no longer seeking termination of the tenancy, only an order for damages to be paid.
3. The Landlord's Agent testified that the sublessee, Sean Allen, was the person who pulled the alarm in the early hours of August 26, 2020. The Landlord's Agent stated that the Tenants were trying to terminate the sublet arrangement with Sean Allen, and had taken steps to de-activate the FOB given to Mr. Allen. In apparent response, Mr. Allen pulled the alarm, which caused the Toronto Fire Department to attend the residential complex with three fire trucks. The Toronto Fire Department then sent an invoice for \$1,455.00 to the Landlord, which the Landlord passed onto the Tenants as part of the N5 notice served (exhibit LL#1).
4. The Landlord's Agent confirmed that the Tenants never voided the N5 notice, and in particular never paid the Landlord the amount shown in the invoice (LL#1).
5. Based on the uncontested submissions, I find on a balance of probabilities that the Tenants, another person living in the rental unit or someone who the Tenants permitted into the rental unit, have substantially interfered with the reasonable enjoyment of the Landlord and other tenants of the complex, and wilfully or negligently caused undue damage to the residential complex. In parallel, I also find the Landlord is successful for the section 89 undue damage claim for the same incident. I also find that the Tenants are to be ordered to pay the Landlord the \$1,455.00 incurred for the August 26, 2021 incident. I made these determinations orally at the hearing.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated, as of December 31, 2020, the date when the Tenants gave vacant possession of the rental unit back to the Landlord.
2. The Tenants shall pay to the Landlord \$1,455.00, which represents the reasonable costs of repairing the undue damage caused by the pulling of the building's fire alarm by the Tenants' guest, occupant or sublessee.
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 of \$1,641.00 owing on or before November 16, 2021, they will start to owe interest. This will be simple interest calculated from November 17, 2021 at 2.00% annually on the balance outstanding.

November 5, 2021
Date Issued



Alex Brkic
Member, Landlord and Tenant Board

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