



Order under Section 69  
**Residential Tenancies Act, 2006**

**File Number:** TEL-13390-20

**In the matter of:** 18 SURREY AVENUE  
SCARBOROUGH ON M1R1G2

**Between:** Yuxi Lu Landlord

**and**

Ammar Faiadh Tenant

Yuxi Lu (the 'Landlord') applied for an order to terminate the tenancy and evict Ammar Faiadh (the 'Tenant') because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused undue damage to the premises. The Landlord has also applied for an order requiring the Tenant to compensate the Landlord for the damage.

This application was heard by videoconference on May 18, 2021.

Only the Landlord's agent Yunhai Lu attended the hearing.

The Tenant was not present or represented by 10:29 a.m. although properly served with notice of the hearing by the Board.

**Determinations:**

1. The Tenant was in possession of the rental unit when the Landlord filed the application on November 8, 2020. The Tenant vacated the rental unit on February 28, 2021.
2. As the tenancy terminated when the Tenant vacated the rental unit, the remaining issue is whether the Landlord has proven entitlement to costs under subsection 89(1) of the *Residential Tenancies Act, 2006* (the 'Act'), which provides:

89 (1) A landlord may apply to the Board for an order requiring a tenant to pay reasonable costs that the landlord has incurred or will incur for the repair of or, where repairing is not reasonable, the replacement of damaged property, if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex wilfully or negligently causes undue damage to the rental unit or the residential complex and the tenant is in possession of the rental unit.

3. The Landlord's L2 Application claims costs in relation to the following items which the Landlord asserts were damaged by the Tenant: porcelain sink; and, kitchen drawers.

4. The Landlord also presented evidence of damage to the cabinetry under the sink, but this damage was not particularized on the application. As the Tenant was not provided notice that this alleged damage was an issue on the application and as the Landlord did not request an amendment of the application, no further repair or replacement costs will be considered.
5. With respect to the porcelain sink, I accepted the Landlord's uncontested evidence that when the Tenant moved into the rental unit on June 1, 2017 the sink was in perfect condition. When the Landlord inspected the rental unit the Tenant's wife admitted that her children broke the sink. The damage to the sink was documented in several photographs taken on June 28, 2020. These photographs demonstrate severe cracking to the porcelain bowl. I accepted the Landlord's uncontested evidence that the damage could not be repaired. In terms of replacement cost, the Landlord presented a quote for \$129.00 for the porcelain sink itself and \$150.00 for the installation, excluding taxes.
6. My finding is that the damage to the porcelain sink is not normal wear and tear, as damage of this nature would not occur naturally without the application of wilful or negligent force. I also find that the Tenant's children damaged the sink and that the children were occupants of the rental unit or permitted in the residential complex by the Tenant. The Tenant will therefore be ordered to pay \$315.27 for the replacement cost of this damaged property, inclusive of taxes.
7. I also accepted the Landlord's uncontested evidence that the kitchen drawers were in decent condition when the Tenant moved into the rental unit. A photograph of the drawers taken July 29, 2018 show one small chip to the veneer on a single drawer. A second photograph of the drawers taken on October 30, 2020 shows three stacked drawers all of which are suffering from multiple chips. In addition, the bottom two drawers are missing multiple large strips of veneer. I accepted that the Landlord investigated whether the drawers could be repaired but that the technician consulted said that this was not possible. I also accepted the Landlord's uncontested evidence that the cost to replace the damaged drawers will be \$100.00 per drawer, exclusive of taxes, as set out in the quote presented by the Landlord.
8. My finding is that the damage to the kitchen drawers is not normal wear and tear. The damage is extensive and in my view would not occur naturally without wilful or negligent force or operation. Given that the drawers are located in the kitchen of the rental unit, it is reasonable to infer that this damage was caused by either the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the rental unit. The Tenant will therefore be ordered to pay the Landlord 339.00 for the replacement cost of this damaged property, inclusive of taxes.

**It is ordered that:**

1. The tenancy is terminated as of February 28, 2021, the date the Tenant gave vacant possession of the rental unit to the Landlord.
2. The Tenant shall pay to the Landlord \$654.27, which represents the reasonable costs of replacing the damaged property.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. If the Tenant does not pay the Landlord the full amount owing on or before July 4, 2021, the Tenant will start to owe interest. This will be simple interest calculated from July 5, 2021 at 2.00% annually on the balance outstanding.

**June 23, 2021**  
**Date Issued**

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

  
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Douglas Wilkins  
Member, Landlord and Tenant Board

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