



Order under Section 69
Residential Tenancies Act, 2006

File Number: SOL-16601-20

In the matter of: 9, 1540 BARTON STREET E
HAMILTON ON L8H2X6

Between: Anan Somnarain Landlord

and

Shawn McKeown Tenant

Anan Somnarain (the 'Landlord') applied for an order to terminate the tenancy and evict Shawn McKeown (the 'Tenant') because:

- 1) 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; and,
- 2) because the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person. The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on June 16, 2021. The Landlord attended the hearing, with the assistance of his son, D. Somnarain. As of 12:26 p.m., the Tenant was not present or represented at the hearing, although properly served with notice of this hearing by the Board.

Determinations:

1. The Tenant was in possession of the rental unit on the date the application was filed.
2. The Landlord's application to terminate the tenancy is based on an N7 Notice of Termination that was served upon the Tenant on August 29, 2020 (the 'N7 notice'). In this notice, the Landlord alleged that the Tenant seriously impaired the safety of another person at the residential complex by punching that person. The Landlord also alleged that the Tenant had caused wilful undue damage to the rental unit.
3. After being served with the N7 Notice, the Tenant subsequently vacated the rental unit on March 8, 2021.

4. As the Landlord had already received vacant possession of the rental unit prior to the hearing, the issue of termination of the tenancy is moot.
5. The Landlord's application was filed with the Board on September 11, 2020. In the application, the Landlord claims a total of \$400.00 as the cost of repairing the damage caused by the Tenant to the rental unit.
6. At the hearing, the Landlord provided verbal testimony about the allegations of wilful damage caused by the Tenant. The Landlord also submitted photographs of the damage caused by the Tenant (Exhibits 'A' and 'B' of the Landlord's evidence).
7. Based on the Landlord's uncontested oral testimony and the documentary evidence submitted to the Board, I find that the Tenant has caused wilful undue damage to: a) the fascia of the rental unit by installing an antenna without the Landlord's consent; b) damage to the foundation of the exterior wall by installing a hook without the Landlord's consent; and c) damage to the east wall of the residential complex caused by holes made by the Tenant to the wall.
8. I find that the Landlord's estimated cost of \$400.00 to repair these damages to be reasonable. I understand that the Landlord also incurred additional costs for garbage removal and other issues associated with the tenancy. Even though I am satisfied that the Landlord's actual costs are greater than the claim in the application, the Landlord's claim is limited to the \$400.00 requested in the application.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of March 8, 2021, the date the Tenant gave vacant possession of the rental unit to the Landlord.
2. The Tenant shall pay to the Landlord \$400.00, which represents the reasonable costs of repairing the wilful damage caused by the Tenant to the residential complex.
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 September 11, 2021, the Tenant will start to owe interest. This will be simple interest calculated from September 12, 2021 at 2.00% annually on the balance outstanding.

August 31, 2021
Date Issued

Southern-RO
119 King Street West, 6th Floor
Hamilton ON L8P4Y7



Arnab Quadry
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.