

Order under Sections 69 and 89
Residential Tenancies Act, 2006

File Number: SOL-18784-20

In the matter of: BASEMENT, 187 IRONWOOD ROAD
GUELPH ON N1G3P5

Between: Renu Bhatnagar Landlord

and

Daniel Valient Tenant

Renu Bhatnagar (the 'Landlord') applied for an order to terminate the tenancy and evict Daniel Valient (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; and because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant. 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 December 15, 2021.

The Landlord and the Tenant attended the hearing. The Landlord was represented by Samila Waslat.

Determinations:

1. At the beginning of the hearing, the parties submitted that the Tenant had vacated the rental unit on November 18, 2021 and was no longer in possession as of this date. As such, the request for eviction under this application was no longer necessary.
2. What remained for the Board's consideration on the Landlord's L2 application was the Landlord's claim for compensation for damages in the amount of \$4,000.00 pursuant to section 89 of the *Residential Tenancies Act, 2006*, which, as of the date this application was filed stated:

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. I raised a preliminary issue with respect to the sufficiency of particulars for the damage claim on the L2 application. Specifically, the Landlord's L2 application states:

(\$4,000.00 AS PROPERTY DAMAGES/ FRESH PAINT/ HIGHER HYDRO BILLS). ALL THE TENANTS UPSTAIRS HAVE MOVED OUT ONE BY ONE IN THE PAST THREE MONTHS BECAUSE OF THE NUISANCE. THE BASEMENT TENANT HAS PUT THEM THROUGH THE LANDLORD HAS BEEN LOSING RENTAL INCOME FOR LAST 3 MONTHS BECAUSE THE BASEMENT TENANT HAS WITH HIS OBNOXIOUS ACTIVITIES DRIVEN AWAY THE OTHER TENANTS. BEFORE AND AFTER GIVEN THE EVICTION NOTICE TO THE TENANT, THE LANDLORD TRIED TO RE-RENT THE PROPERTY BUT BECAUSE OF BAD PUBLICITY SHE IS UNABLE TO DO SO. MONETARY LOSSES TO THE LANDLORD: (\$2,000.00 X 3 MONTHS = \$6,000.00 AS LOSS OF RENT). THE LANDLORD CLAIMS AN ADDITIONAL OF \$6,000.00. THE LL FURTHER CLAIMS, THAT THE TENANT IS RESPONSIBLE FOR THE FINANCIAL LOSS THAT OCCURRED.
4. There are insufficient particulars in the Landlord's pleadings for the Tenant to know the case that is to be met. The Landlord does not indicate what are the specific damages totalling \$4,000.00 or when the damage is alleged to have occurred or the costs associated with each of the damages alleged. Further, the claim for rental loss is not an appropriate claim under this section of the Act.
5. While the Landlord attempted to argue that the Tenant is responsible for damage to his unit, that the Landlord served an invoice in their disclosure advising the Tenant what damages were being sought, the Tenant testified that he did not receive disclosure from the Landlord nor was he aware of which damages they were claiming.
6. The requirement for "reasons and details" was addressed by the Divisional Court decision *Ball v. Metro Capital Property*, [2002] O.J. No. 5931. That decision stands for the proposition that the kinds of particulars that should be contained include "dates and times of the alleged offensive conduct together with a detailed description of the alleged conduct engaged in by the tenant".
7. Here the Landlord's application fails to specify and/or itemize what property the Tenant is alleged to have damaged and/or what materials are required, justifying the quantum being claimed. These particulars are required to put a respondent on notice of the claim that is to be met; the application before the Board fails to do so and thus, the Landlord's application must be dismissed.
8. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated, as of November 18, 2021 – the date the Tenant vacated the rental unit.
2. The Landlord's L2 application is dismissed without prejudice.



December 21, 2021
Date Issued

Sonia Anwar-Ali
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.