



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

**File Number:** TEL-11939-20

**In the matter of:** BASEMENT, 121 THICKETWOOD DRIVE  
SCARBOROUGH ON M1J2A2

**Between:** Evelyn Church Landlord

**and**

David Morris Tenant

Evelyn Church (the 'Landlord') applied for an order to terminate the tenancy and evict David Morris (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. The Landlord also applied for an order to terminate the tenancy and evict the Tenant 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 further applied for an order to terminate the tenancy and evict the Tenant 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 video/teleconference on June 8, 2021.

Only the Landlord attended the hearing.

**Determinations:**

1. The Landlord served the Tenant with a Notice of Termination Form N7 for serious impairment of safety and a Notice of Termination Form N5 for substantial interference with the reasonable or lawful right, privilege or interest of the Landlord or another tenant, and for wilful or negligent damage. The termination date set out on the Notices of Termination was July 15, 2020.
2. The Tenant vacated the rental unit on July 18, 2020. As such, the tenancy is terminated effective July 18, 2020.
3. The monthly rent was \$700.00.

4. The Tenant caused undue damage to the rental unit by damaging the walls, the mattress, bedding and the lock to the entrance door. The Landlord incurred costs of repairing the damage in the total amount of \$850. I found the costs of repair to be reasonable and a direct consequence of the Tenant's damage to the rental unit.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated effective July 18, 2020.
2. The Tenant shall pay to the Landlord \$919.03, which represents the reasonable costs of repairing the damage (\$850.00) and compensation for the use of the unit from July 16, 2020 to July 18, 2020 (\$69.03).
3. If the Tenant does not pay the Landlord the full amount owing on or before June 30, 2021, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2021 at 2.00% annually on the balance outstanding.



**June 16, 2021**  
**Date Issued**

---

Jana Rozehnal  
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.