



May 7, 2024

Landlord and Tenant Board

**Order under Section 69 / 89
Residential Tenancies Act, 2006**

Citation: Grieve (Nobes) v Ladd (Davis), 2024 ONLTB 31643

Date: 2024-05-07

File Number: LTB-L-053193-23

In the matter of: 28 MAUD ST
LONDON ON N5Z2Y4

Between: Bernadette Grieve (Nobes) Landlord

And

Nadine Ladd (Davis) Tenant

Bernadette Grieve (Nobes) (the 'Landlord') applied for an order to terminate the tenancy and evict Nadine Ladd (Davis) (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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Bernadette Grieve (Nobes) (the 'Landlord') also applied for an order requiring Nadine Ladd (Davis) (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on April 10, 2024.

Only the Landlord, Bernadette Grieve (Nobes) and the Landlord's Legal Representative, Leah Smith attended the hearing.

As of 10:08 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the claim for compensation in the application. Therefore, the Tenant shall pay the Landlord the compensation ordered below.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on July 8, 2023.
4. Daily compensation claimed is not applicable in these circumstances as the Tenant vacated prior to the termination date provided for in the notice of termination.
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. There is no last month's rent deposit.
7. The Landlord testified that the Tenant caused damage to the furnace to the extent that repairs were not feasible, and the furnace required replacement. The Landlord testified that the Tenant caused damage to the furnace by way of blocking and/or taping material over the intake vent which resulted in the furnace not being able to intake the necessary cool air required to function. The Landlord tendered photographs and an invoice in support of this claim showing the cost of replacing the furnace to be \$4,200.00 in addition to the initial inspection cost of \$150.00. The Landlord also testified that the furnace was approximately 20 years old at the time of being replaced.
8. The Landlord testified that the Tenant took the hinges of the front door, removed the weather stripping around the door and damaged the deadbolt locking mechanism by breaking a key inside of the lock. The Landlord tendered photographs and receipts in support of this claim showing the weatherstripping at a cost of \$125.25 and the deadbolt being \$39.75.
9. The Landlord testified that the Tenant damaged the walls inside of the unit by removing a television mount that belonged to the Landlord and failing to patch and paint any holes left because of the removal of the television mount. The Landlord tendered photographs and receipts in support of this claim showing the cost of paint being \$92.64 and \$36.99 for a television mount.
10. The Landlord testified that the Tenant caused damage to the kitchen sink, bathroom shower head, bathtub spout and toilet within the unit, and this resulted in the Landlord having to purchase and install a toilet kit and pump hose. The Landlord tendered photographs and receipts in support of this claim showing total plumbing related costs of \$368.84.
11. Based on the uncontested evidence, I find the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.

12. The Landlord has incurred reasonable costs of \$2838.47 to repair the damage and/or replace property that was damaged and could not be repaired as listed below:

\$2,175.00 representing 50% of the costs of having the furnace inspected and ultimately replaced. This amount was arrived at after taking into consideration the age of the furnace at the time of replacement and the cost incurred by the Landlord.

\$125.25 for weatherstripping for the front and back door.

\$39.75 for the deadbolt.

\$92.64 for the cost of paint.


\$36.99 for a television mount.

\$368.84 for plumbing associated parts and repairs.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of July 8, 2023.
2. The Tenant shall pay to the Landlord \$2,838.47, which represents the reasonable costs of repairing the damage and/or replacing the damaged property that could not be repaired.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenant owes the Landlord is \$3,024.47.
5. If the Tenant does not pay the Landlord the full amount owing on or before May 18, 2024, the Tenant will start to owe interest. This will be simple interest calculated from May 19, 2024 at 7.00% annually on the balance outstanding.

May 7, 2024
Date Issued



Ilan Shingait
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.