



Order under Section 69
Residential Tenancies Act, 2006

File Number: EAL-88423-20

In the matter of: 1, 395 PEACH TREE LANE
OTTAWA ON K1K2R7

Between: Vine Global Realty Corporation Landlord
and
Darcy Weatherdon Tenant

Vine Global Realty Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Darcy Weatherdon (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; and 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 claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard in via video conference on June 23, 2021.

Only Magdy Abdelmesih, on behalf of the Landlord attended the hearing.

At 9:57 a.m. the Tenant was not present or represented at the hearing.

Determinations:

1. The residential complex is a triplex. The Tenant lives in the two - bedroom basement unit. The Tenant is in possession of the unit.
2. As I stated at the hearing, the Landlord's Form N5 Notice of Termination is defective as it is confusing about whether the Tenant can void the notice within 7 days. For the reason of substantial interference with reasonable enjoyment, the Landlord indicated that this is a 2nd N5 and the notice cannot be voided; and the Landlord can apply to the Board for an order to evict. The Landlord also indicated that the notice was for the reason of wilful/negligent damage and indicated that the Tenant has 7 days to correct the problem to avoid eviction. The notice is confusing as to whether it could be voided or not.
3. A tenancy cannot terminate on a defective notice of termination.
4. As such, the part of the application relating to terminating the tenancy is dismissed.

5. The Landlord proceeded on the application for damages only as described in the L2 application and claimed \$6,508.08 for the damages.
6. The Landlord testified that prior to renting the unit to the Tenant the unit was renovated with a new kitchen, new laminated flooring, and the unit was painted.
7. It was the evidence of the Landlord that he received complaints from other tenants about a smell and noise from the Tenant's unit. On December 28, 2019 the Landlord inspected the unit and found undue damage to the unit. The Tenant had a large dog and the dog has urinated and defecated on the floor.
8. The Landlord submitted into evidence photographs he took on December 28, 2019 of the undue damage to the flooring of the unit. The Landlord testified that photo 114557 shows the living room which is beside the kitchen and there is a white chemical on the floor and when you press on the floor it is soft. The Landlord assumed that the water cooler may be leaking. The Landlord stated that photo 115401 is between the entrance and the living room and it appears that liquid may have been on the floor and caused the floor to start lifting. The Landlord testified that on January 19, 2020 he took photo 155015 which shows the dog's yellow urine stain and feces on the floor; and the flooring lifting. The Landlord stated that the flooring is lifting all through the unit, except for the kitchen and the washroom.
9. The Landlord claimed the cost of \$700.00 for removing and disposing 500 sq ft of the flooring; and \$2,500.00 for installing new flooring and underpadding.
10. The Landlord testified that the Tenant caused undue damage to two doors (bedroom and washroom) and the frames were broken. The Landlord believes that due to the complaints about fighting the damages to the doors may have been caused due to fighting in the unit.
11. The Landlord submitted into evidence photos he took on December 28, 2019 of the damages to the two doors. The Landlord testified that photo 114849 and 115001 shows the bathroom door broken. The Landlord stated that from the damage, it looks like the door was smashed with a hand or someone's leg. The Landlord stated that Photo 115734 is the bedroom door that shows the bottom right of the door frame is broken and coming apart; and photo 115744 shows the damage to the hinge and the door is not in position with the frame. The Landlord is of the view that this damage was caused by the use of force on the door.
12. The Landlord claimed the cost of \$300.00 for removing the two doors and the frame; and \$900 for installing the new doors and frames with the required drywall and finishing.
13. The Landlord also claimed costs for having to repaint because there is dirt all over. The Landlord submitted into evidence photos 114827 AND 115744 he took on December 28, 2019; and stated that the photos shows the door to the 2nd bedroom with dirt all over the door.
14. The Landlord claimed \$1,100.00 to paint the entire unit.

15. The Landlord also testified that it is essential to sanitize the unit due to the smell and the unit has to be cleaned and painted.
16. The Landlord claimed \$260.00 to clean and sanitize the unit.
17. Based on the uncontested evidence before me, I find it more likely than not that the Tenant caused undue damage to the rental unit with respect to the flooring, and the doors. The flooring and the two doors and frames could not be repaired.
18. I find that the Landlord's request for the costs that he will incur to remove and replace the damaged flooring (\$3,200.00), and to remove and replace the damaged doors and frames (\$1,200.00) is reasonable. An order will issue that the Tenant pays the Landlord the amount of \$4,972.00, which represents the amount of \$4,400.00, plus HST, for the undue damage to the rental unit.
19. The Landlord did not provide sufficient evidence to establish that the Tenant did undue damage to the unit which would require the entire unit to be painted. Also, dirty doors do not equate to damage to the doors. As such the claim for \$1,100.00 is denied.
20. The Landlord did not provide sufficient evidence to establish why the unit needed to be sanitized or cleaned; or how the unit would be sanitized. As such, the Landlord's claim for \$260.00 is denied.

It is ordered that:

1. The Tenant shall pay to the Landlord \$4,972.00, which represents the reasonable costs of replacing the damaged property, namely the flooring and the two doors and frames.
2. The Tenant shall also pay to the Landlord \$175.00 for the cost of filing the application.
3. If the Tenant does not pay the Landlord the full amount owing on or before October 16, 2021, the Tenant will start to owe interest. This will be simple interest calculated from October 17, 2021 at 2.00% annually on the balance outstanding.

October 5, 2021
Date Issued



Debbie Mosaheb
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.