



Order under Section 69
Residential Tenancies Act, 2006

File Number: HOL-08629-20

In the matter of: 2828, 165 LEGION ROAD N
ETOBICOKE ON M8Y0B3

Between: Bassam Srour Landlord

and

Lance Carter Tenant

Bassam Srour (the 'Landlord') applied for an order to terminate the tenancy and evict Lance Carter (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 has been persistently late in paying the Tenant's rent. The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by video on June 28, 2021.

Only the Landlord attended the hearing, despite the Tenant being served with proper notice.

Determinations:

1. The Landlord served a Notice to End your Tenancy at the End of the Term (the 'N8 Notice') on the Tenant on October 15, 2020.
2. The Landlord then filed an Application to End a Tenancy and Evict a Tenant (the 'L2 Application') with the Landlord Tenant Board (the 'Board') on October 15, 2020. This application included a list the Landlord made which detailed each late payment made by the Tenant.
3. I note that this list started in 2017 and ended in 2020, when the Landlord applied to the Board.
4. The L2 Application also requests compensation until the Tenant moves out and \$2,500.00 in damages. The Landlord submitted that this was related to damage caused by marijuana being consumed in the rental unit.

5. At the hearing, I asked the Landlord if the Tenant is still paying rent late. The Landlord testified that this issue has continued into 2020 and 2021, and that as of the day of the hearing, the Tenant also had outstanding rent owing in the amount of \$2,220.00.
6. He clarified that the Tenant actually started paying rent late as of June 2016 but was unsure if this was relevant for the L2's evidence.
7. In terms of the damages, I asked the Landlord how and what he based the amount of \$2,500.00 on. He told me this was to paint the rental unit and clean the carpet. He also said he needed to repair a broken door trim and a window.
8. I asked the Landlord for an estimate or other documentary evidence to support this, but he said he was only able to get written receipts one the Tenant had vacated the unit. I also note that the Landlord did not present anything beyond his oral testimony to support his claim of damage, as in he did not send any photos to demonstrate the extend of the damages being claimed.
9. After considering the uncontested evidence presented at the hearing, based on a balance of probabilities, I find that the Tenant has persistently failed to pay the rent on the date it was due. I also find that this issue continues to be on-going.
10. In terms of the damages to the rental unit, the Landlord did not persuade me, based on a balance of probabilities, that the Tenant caused \$2,500.00 worth of damages to the rental unit. I am unclear how smoking marijuana in a rental unit would require so much cleaning. Furthermore, during the Landlord's testimony, I found that his inability to provide specifics regarding the damages made me apprehensive of how he came to the amount being claimed.
11. Therefore, damages will not be awarded.
12. The Landlord collected a rent deposit of \$1,600.00 from the Tenant and this deposit is still being held by the Landlord.
13. Interest on the rent deposit is owing to the Tenant for the period from January 9, 2020 to January 8, 2021.
14. In terms of considerations under section 83(2) of the *Act*, I asked the Landlord if there were any circumstances I should be aware of, as the Tenant was not present to provide submissions.
15. The Landlord said the Tenant lived alone and that he was not aware of anything relevant I should be aware of. I probed the Landlord and confirmed that the Tenant has not received disability accommodations and does not live minors living with him.

16. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated, as of The Tenant must move out of the rental unit on or before September 7, 2021.
2. The Tenant shall also pay to the Landlord \$56.81 per day for compensation for the use of the unit from August 28, 2021 to the date the Tenant moves out of the unit.
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 7, 2021, the Tenant will start to owe interest. This will be simple interest calculated from September 8, 2021 at 2.00% annually on the balance outstanding.
5. If the unit is not vacated on or before September 7, 2021, then starting September 8, 2021, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after September 8, 2021.

August 27, 2021
Date Issued



Stephanie Kepman
Member, Landlord and Tenant Board

Head Office
777 Bay Street, 12th Floor
Toronto Ontario M5G2E5

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on March 8, 2022 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.