



Order under Section 69
Residential Tenancies Act, 2006

File Number: CEL-02498-21

In the matter of: 205A, 110 DUNLOP STREET E
BARRIE ON L4M1A5

Between: Harbour Management Corp. Landlord

and

Adriano Lombardi Tenant

Harbour Management Corp. (the 'Landlord') applied for an order to terminate the tenancy and evict Adriano Lombardi (the 'Tenant') because the Tenant 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 by video conference on December 16, 2021.

The Landlord's Legal Representative, Bryan Rubin, and the Landlord's Agent, Alexis Angliss, attended the hearing. As of 11:15 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board.

Determinations:

1. On August 24, 2021, the Landlord served the Tenant an N5 Notice of Termination (N5) with a termination date of September 13, 2021. This was the first N5 notice served to the Tenant which allowed the Tenant to be able to void the N5 notice if he paid the Landlord \$750.00 within 7 days of being served for the cost to repair the damage he caused to the rental unit.
2. The Tenant is in possession of the rental unit.
3. The lawful monthly rent is \$850.00.
4. The Landlord is not holding a last month's rent deposit.
5. The Landlord's Legal Representative submitted that the Tenant had covered the walls of the rental unit with graffiti. Pictures presented as evidence showed great damage to the

walls of the rental unit as almost every wall was covered with spray paint and permanent marker.

6. The Landlord's Agent added that the damage to the rental unit was discovered during a routine fire inspection and that the cost to repair and repaint the walls will cost \$750.00. The Tenant has made no effort to pay for the damages or to try and repair the damages.
7. The Landlord's Legal Representative stated that the Landlord is seeking payment for the damages and eviction due to the purposeful nature of the damages to the rental unit.

Findings

8. On the balance of probabilities, I find that the Tenant wilfully damaged the rental unit. I also find that the Landlord's claim of \$750.00 for compensation to repair the damages is reasonable.

Relief From Eviction

9. 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.
10. This order contains all of the reasons in this matter and no further reasons will be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated, as of **January 17, 2022**. The Tenant must move out of the rental unit on or before January 17, 2022.
2. The Tenant shall pay to the Landlord **\$750.00**, which represents the reasonable costs of repairing the damage or replacing the damaged property.
3. The Tenant shall pay to the Landlord **\$3,186.30**, which represents compensation for the use of the unit from September 14, 2021 to January 5, 2022.
4. The Tenant shall also pay to the Landlord **\$27.95** per day for compensation for the use of the unit from January 6, 2022 to the date the Tenant moves out of the unit.
5. If the Tenant does not pay the Landlord the full amount owing on or before January 16, 2022, the Tenant will start to owe interest. This will be simple interest calculated from January 17, 2022 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before January 17, 2022, then starting January 18, 2022, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

7. 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 January 18, 2022.

January 5, 2022
Date Issued

Michael Di Salle
Michael Di Salle
Member, Landlord and Tenant Board

Central-RO
3 Robert Speck Pkwy, 5th Floor
Mississauga ON L4Z2G5

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 July 18, 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.