



Order under Section 68
Residential Tenancies Act, 2006

File Number: NOL-39661-20

In the matter of: 22 MANILLA TERRACE
SAULT STE. MARIE ON P6A1J2

Between: Teresa Jackson Landlord

and

Monika Eklund Tenant

Teresa Jackson (the 'Landlord') applied for an order to terminate the tenancy and evict Monika Eklund (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.

This application was heard by videoconference on October 18, 2021. The Landlord attended the hearing and was assisted by Representative Yannick Benoit. As of 10:35 a.m. the Tenant was not present or represented at the hearing although properly served with notice of this hearing as it appears from the Certificate of Service.

Determinations:

1. The application is based on a non voidable Notice of Termination (N5) served on the Tenant with a termination date of January 31, 2020. The parties participated in a Case Management Hearing on December 2, 2020 and agreed to terminate the tenancy effective January 31, 2021. The Tenant subsequently vacated the rental unit with the assistance of the Court Enforcement Officer (Sheriff).
2. As the Tenant has vacated the only matter left before me is one of damages pursuant to section 89 of the Residential Tenancies Act, 2006 (the 'Act'). In the application, the Landlord claimed wilful or negligent damage to the rental unit by the Tenant in the amount of \$4,000.00, itemized as follows:
 - Broken Front window (\$613.53)
 - Front door replacement due to damage (\$281.00)
 - Replace missing carpeting from bedroom, replace damaged carpets-pet damage (\$1500.00)
 - Repair flooring due to pet damage (\$1,000.00)

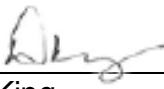
- Repair walls (drywall, compound) (\$300.00)
 - Repair/replace front and rear door (\$300.00)
- Total \$3,994.53

3. At the hearing the Landlord submitted a more comprehensive estimate to repair significant damage to the building totaling \$32,815.20. I cannot consider this request amount for damages as there is no evidence the Tenant is aware of anything greater than the \$4,000.00 previously claimed in the application. It also appears several of the items claimed at the hearing are not the responsibility of the Tenant (roof repairs, unstable walls). I also note, in the application, the Landlord has claimed repairs for the front door (\$281.00) and again "pet damage on floors and front and back doors (\$300.00)." As the Landlord has already itemized the front door damage at \$281.00, it is reasonable to reduce this estimate by that amount bringing the total amount claimed in the application to \$3,713.53. Although the Landlord did not submit itemized estimates of the cost to repair or replace the damaged materials, I find the claim on the application to be reasonable in its amount. Therefore the Landlord has incurred damages which will cost \$3,713.53 to replace or repair.

It is ordered that:

1. The Tenant shall pay to the Landlord \$3,713.53, which represents the reasonable costs of repairing the damage or replacing the damaged property.
2. If the Tenant does not pay the Landlord the full amount owing on or before January 10, 2022, the Tenant will start to owe interest. This will be simple interest calculated from January 11, 2022 at 2.00% annually on the balance outstanding.

December 30, 2021
Date Issued



Dawn King
Member, Landlord and Tenant Board

Northern-RO
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Sudbury ON P3E5P9

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