



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

Citation: Cader Inc. v Jones, 2023 ONLTB 15086

Date: 2023-01-12

File Number: LTB-L-011168-22

In the matter of: 10B-723 George Street North
Peterborough, ON K9H 3T2

Between: Cader Inc. Landlord

And

Paige Jones Tenant

Cader Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Paige Jones (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 damage to the premises.

Further, the Landlord also applied for an order requiring 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 January 9, 2023.

Only the Landlord's agent Terry Thomas attended the hearing.

As of 10:15 am, 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 grounds for the claim for compensation in the application. Therefore, the Tenant shall pay to the Landlord \$1,365.04.
2. The Tenant was in possession of the rental unit on the date the application was filed. The Tenant vacated the unit in May of 2022 and as such, the Landlord is only seeking damages in accordance with s. 89 of the *Residential Tenancies Act, 2006* (the 'Act').
3. On January 29, 2022, the Landlord gave the Tenant an N5 notice of termination deemed served that same date. The notice of termination contains the following allegations:
 - a) That on December 22, 2020, the Tenant damaged the unit's bedroom window.
 - b) That on March 8, 2021, the Tenant damaged the unit's living room window.

4. The Landlord's agent submitted that on December 22, 2020, the Tenant had been involved in an altercation with another tenant where she was observed on video to throw an object threw the unit's bedroom window.
5. Further, on March 8, 2021, while the Landlord's representative was at the residential complex, the Tenant had broken the living room window in her unit.
6. Based on the Landlord's uncontested evidence, I find on a balance of probabilities that the Tenant wilfully or negligently caused undue damage to the rental unit or residential complex.
7. The Landlord has incurred reasonable costs of \$1,365.04 to replace property that was damaged and cannot be repaired. The invoice with respect to these costs were entered into evidence.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

9. The Tenant shall pay to the Landlord \$1,365.04, which represents the reasonable costs of replacing the damaged property.
10. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
11. The total amount the Tenant owes the Landlord is \$1,551.04.
12. If the Tenant does not pay the Landlord the full amount owing on or before January 23, 2023, the Tenant will start to owe interest. This will be simple interest calculated from January 24, 2023 at 5.00% annually on the balance outstanding.

January 12, 2023

Date Issued

Jagger Benham

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor,
Toronto ON M7A 2G6

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

