



Order under Section 69
Residential Tenancies Act, 2006

File Number: CEL-93991-20

In the matter of: 150 ZOO PARK ROAD
WASAGA BEACH ON L9Z2L7

Between: Gerardo Damiano Landlords
2711213 Ontario Inc

and

Joshua Mathew MacCarl Tenants
Matthew James Taylor

Gerardo Damiano and 2711213 Ontario Inc (the 'Landlords') applied for an order to terminate the tenancy and evict Joshua Mathew MacCarl and Matthew James Taylor (the 'Tenants') because they, another occupant of the rental unit or someone they permitted in the residential complex have wilfully or negligently caused undue damage to the premises. The Landlords has also applied for an order requiring the Tenants to compensate the Landlords for the damage; and because they, another occupant of the rental unit or someone they permitted in the residential complex have substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlords or another tenant. The Landlords also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on May 27, 2021. Only the Landlord's Legal Representative, Anna Vineberg, attended the hearing. As of 9:36 a.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the Board.

Determinations:

1. The Landlords gave the Tenants an N5 notice to terminate the tenancy because the Tenants substantially interfered with the Landlord's reasonable enjoyment, lawful rights, privilege or interest.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The Tenants vacated the rental unit on May 7, 2020. As such, the hearing proceeded on damages only.

4. The Landlords conducted an inspection of the rental unit on April 16, 2020. The following is a list of damages and corresponding costs to repair or replace damaged items that is being claimed by the Landlords:
 - a) Sliding door and screen - \$500.00
 - b) Window screen - \$100.00
 - c) Laundry room door - \$100.00
 - d) Laundry room sink - \$100.00
 - e) Laundry room light fixture - \$100.00
 - f) Garage interior door damage - \$200.00
 - g) Master bedroom and bathroom ceiling - \$1000.00
 - h) Walls along staircase and 2nd bedroom - \$600.00
 - i) Garbage removal from front and back yard - \$600.00
 - j) Clean up & Smoke Remediation - \$500.00

5. The Landlord's representative submitted several photographs in support of the Landlord's claim.

6. The *Residential Tenancies Act, 2006* ('RTA') states:

89 (1) A landlord may apply to the Board for an order requiring a tenant to pay reasonable costs that the landlord has incurred or will incur for the repair of or, where repairing is not reasonable, the replacement of **damaged property**, if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex wilfully or negligently causes undue damage to the rental unit or the residential complex and the tenant is in possession of the rental unit. (emphasis added)

7. Based on the uncontested evidence, I am satisfied that that the Tenants or someone the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the sliding door and screen, window screen, laundry room door, laundry room sink, garage interior door, and master bedroom bathroom ceiling.
8. I am not satisfied that there was undue damage to the walls. The pictures show walls with scratches, scrapes, and scuffs. I find that this is normal wear and tear over time.
9. Garbage removal and clean up does not constitute "damaged property" as contemplated by the Act.
10. There was insufficient evidence to satisfy me that the Tenants caused smoke damage in the rental unit or residential complex.

Repair costs

11. The Landlords' representative did not produce receipts or estimates to support the amount claimed. She advised the Board that the Landlords completed the repairs by themselves. The Landlord is a builder and the costs to repair were estimated based on his experience. The Landlords' representative advised that the repairs were completed at a substantially higher cost than what is claimed in the application.
12. I accept the Landlord's explanation. I also accept that the Landlords' estimates were based on their experience and knowledge. I further note that the Tenants were not at the hearing to provide contradictory evidence.
13. Accordingly, I find that the Landlords are entitled to \$2,000.00 as the reasonable costs for repair or replacing the damaged property.

It is ordered that:

1. The tenancy is terminated as of May 7, 2020, the date the Tenant gave vacant possession of the rental unit to the Landlord.
2. The Tenants shall pay to the Landlords \$2,000.00, which represents the reasonable costs of repairing the damage or replacing the damaged property.
3. The Tenants shall also pay to the Landlords \$175.00 for the cost of filing the application.
4. If the Tenants do not pay the Landlords the full amount owing on or before July 23, 2021, they will start to owe interest. This will be simple interest calculated from July 24, 2021 at 2.00% annually on the balance outstanding.

July 12, 2021
Date Issued



Khalid Akram
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.