



Order under Section 69
Residential Tenancies Act, 2006

File Number: NOL-40660-20

In the matter of: 3, 188 CHARETTE AVENUE
CHELMSFORD ON P0M1L0

Between: Katia Houde Landlords
Daniel Boulianne

and

Darren Thompson Tenant

Katia Houde ('KH') and Daniel Boulianne ('DB', the 'Landlords') applied for an order to terminate the tenancy and evict Darren Thompson (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 Landlords has also applied for an order requiring the Tenant to compensate the Landlords for the damage. The Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard in video conference room 83 on June 28, 2021.

Only the Landlord KH and the Landlords' representative, A. Gravelle, attended when the hearing was called at 10:38AM.

Determinations:

1. The Landlord proved, on a balance of probabilities, that the Tenant negligently or wilfully caused undue damage to the rental unit and residential complex.
2. Although the tenancy agreement does not permit smoking in the property, the Landlord adduced evidence that the Tenant did willfully smoke cigarettes and cannabis in the rental unit. The Landlord also adduced evidence that the smoke permeated the walls of the rental unit, and that the Landlords were required to hire a professional service to remove the odour. The Landlords were also required to replace carpets in the rental unit, because of the excessive odour of cigarette and cannabis smoke. The Landlord submitted evidence of their reasonable costs to repair the smoke damage.
3. The Landlord further testified that they received a complaint from the rental unit directly below the Tenant's unit on July 6, 2020 at approximately 5PM. The resident of the lower unit advised the Landlord of water leaking from the Tenant's rental unit into the lower unit. The Landlord inspected both the Tenant's rental unit and the lower unit and determined that there had been water damage to both units.
4. The Landlord submitted evidence of a conversation with the resident in the lower unit about the water leak. Although the Tenant admitted to the resident below that there had been a water leak in the Tenant's rental unit earlier in the day on July 6, 2020, the Tenant had not at any time informed the Landlords of the water leak. The Landlord submitted that, but for the

Tenant's failure to alert the Landlords of the leak, the damage would likely not have been as extensive.

5. In support of the Landlord's submission, the Landlords submitted evidence of the extent of water damage to the property. The Tenant's kitchen counter and cabinets, floors and baseboards were damaged, as was the ceiling in the lower unit. The Landlord submitted evidence of quotations to repair the water damage.
6. Since the smoke and water damage arose through the Tenant's willful or negligent acts, and not through normal wear and tear, I find that the damage is "undue damage" under the *Residential Tenancies Act, 2006* (the 'Act').
7. The Landlords' quotations show that it will cost the Landlords \$10,603.09 to repair the smoke and water damage at the rental unit. The Landlords are entitled to recover this amount from the Tenant, pursuant to section 89 of the Act.
8. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
9. The Landlord testified that the Sheriff enforced an eviction order against the Tenants on March 4, 2021.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated, as of March 4, 2021. The Tenant was evicted from the rental unit on March 4, 2021.
2. The Tenant shall pay to the Landlords \$10,603.09, which represents the reasonable costs of repairing the damage and/or replacing the damaged property.
3. The Tenant shall also pay to the Landlords \$186.00 for the cost of filing the application.
4. If the Tenant does not pay the Landlords the full amount owing on or before August 23, 2021, the Tenant will start to owe interest. This will be simple interest calculated from August 24, 2021 at 2.00% annually on the balance outstanding.



Harry Cho
Member, Landlord and Tenant Board

August 12, 2021
Date Issued

Northern-RO
199 Larch Street, Provincial Building, Suite 301
Sudbury ON P3E5P9

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