



Order under Section 69
Residential Tenancies Act, 2006

File Number: CEL-00451-21

In the matter of: UPPER UNIT, 29 ROSE STREET
BARRIE ON L4M2T3

Between: Jie Fu Landlord

and

Amanda Bolton Tenant

Jie Fu (the 'Landlord') applied for an order to terminate the tenancy and evict Amanda Bolton (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; because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant; and because the Tenant has been persistently late in paying the Tenant's rent. 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 videoconference on September 2, 2021.

The Landlord's legal representative, Hongxue Zhao, and the Tenant attended the hearing. The Tenant spoke with Tenant duty counsel prior to the hearing.

Determinations:

1. During the course of the hearing, the Landlord withdrew the request for the tenancy to be terminated, the parties agreed to an order that the Tenant pay the rent on time for a one year period subject to a section 78 clause, and the parties agreed that the Tenant would replace the damaged door within six months subject to a section 78 clause.
2. The parties also agreed that the only remaining issue in dispute between them is whether the Tenant should compensate the Landlord for damage caused to the walls of the rental unit by hanging flatscreen televisions.
3. Having heard the submissions from both parties, I am not satisfied that hanging flatscreen televisions is any different than other normal forms of wear and tear such as hanging pictures. As a result, I am not satisfied that it constitutes undue wilful or negligent damage and the Landlord's request to be compensated for this item is dismissed.

It is ordered that:

1. For a period of 12 months commencing November 1, 2021, up to and including October 1, 2022, the Tenant shall pay the regular rent on the first day of each month.
2. The Tenant shall replace the damaged door by April 4, 2022.
3. Section 78 of the RTA applies to this Order. If the Tenant fails to make any of the payments in accordance with paragraph 1 of this order or fails to replace the damaged door in accordance with paragraph 2 of this order, the Landlord may apply at no cost, and without notice to the Tenant, for an order to terminate the tenancy and evict the Tenant. The Landlord must make this application within 30 days of a breach of the conditions set out in paragraphs 1 or 2 of this Order.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before October 15, 2021, the Tenant will start to owe interest. This will be simple interest calculated from October 16, 2021 at 2.00% annually on the balance outstanding.

October 4, 2021
Date Issued



Richard Ferriss
Member, Landlord and Tenant Board

Central-RO
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Mississauga ON L4Z2G5

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