



**Order under Section 69 / 88.1 / 89
Residential Tenancies Act, 2006**

Citation: Lachance v Tedla, 2024 ONLTB 625

Date: 2024-01-08

File Number: LTB-L-071711-22

In the matter of: 826, 90 BROADVIEW AVE
Toronto ON M4M0A7

Between: Anne Lachance Landlord

And

Yoel Tedla Tenant

Anne Lachance (the 'Landlord') applied for an order to terminate the tenancy and evict Yoel Tedla (the 'Tenant') 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;
- 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.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

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.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on November 28, 2023.

Only the Landlord and the Landlord's Legal Representative, Sergey Bogdanov, attended the hearing.

As of 10:00AM, 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 claim for compensation in the application. Therefore, the Tenant must pay to the Landlord the costs associated with the damages in the unit.
2. The Tenant was in possession of the rental unit on the date the application was filed. The Tenant vacated the unit per another, unrelated Board order on December 7, 2022. As such, the Landlord's application for termination of tenancy is moot.

Damages

3. The Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex. The Landlord submitted photo evidence of the damage in the rental unit caused by the Tenant that is beyond regular wear and tear. The Landlord conducted an inspection of the rental unit on August 23, 2022 and provided photos from that date.

Bathroom shower restoration

4. Based on the photos submitted into evidence and the Landlord's testimony, the Tenant was not maintaining the cleanliness of the shower. The previously white grout was now brown, orange, and black.
5. The Landlord testified she provided the Tenant with appropriate cleaning materials for the shower upon him taking possession and emphasized the importance of cleaning since the shower is made from marble.
6. The Landlord sought out cleaning companies to clean the shower once the Tenant had vacated, but no company would agree to clean it as they believed it needed to be restored rather than cleaned.
7. The Landlord provided a receipt for costs incurred of \$902.04 to restore the bathroom shower.
8. I find the Landlord is entitled to recover the costs associated with restoring the shower to its condition prior to the beginning of the tenancy.

Flooring

9. This tenancy lasted two years. Prior to the Tenant occupying the unit, the Landlord occupied the unit. The Landlord testified the flooring was like new. There were photos provided of the unit prior to the Tenant's occupancy, but those photos didn't show the floor in detail. The photos provided from the inspection show the floor in detail with similar scratches throughout the unit. On a balance of probabilities, I find the Landlord's testimony regarding the state of the floor prior to and after the tenancy to be credible.
10. The Tenant was storing "industrial quantity" of cardboard boxes filled with merchandise (i.e. clothes) for a commercial company in the unit. The Landlord believed the Tenant was using the unit as a storage facility which is inconsistent with its use under the Act, and the condominium rules.
11. The Landlord provided photo evidence of deep scratches in the hardwood throughout the unit. The Landlord speculated the damage was from the Tenant dragging cardboard boxes stored in the unit.
12. The Landlord testified that the floors in the unit are engineered hardwood. She testified the flooring cannot be repaired and it needs to be replaced; the alternative would be to install vinyl plank on top of the existing floor. The entire floor would need to be done so the flooring in the unit would match.
13. The Landlord provided an estimate for the vinyl floor replacement option totalling \$12,325.20. The Landlord has not completed these repairs as she is on a fixed income and cannot afford to replace the flooring without first recovering the cost from the Tenant.
14. Pursuant to O. Reg. 516/06 under the Act, the useful life of hardwood flooring is 20 years. The Landlord testified the unit was built in the last 8-10 years. Therefore, I find the Landlord is entitled to recover half the costs associated with replacing the floor in the unit.

Bathroom medicine cabinet

15. During the August 23, 2022 inspection, the Landlord noted the medicine cabinet was removed from the wall in the bathroom and laying on the floor. The holes left in the wall suggest the cabinet was forcibly removed from the wall.
16. The Landlord testified the cabinet was properly installed prior to the Tenant taking possession of the unit, and it was never reported by the Tenant that the cabinet had fallen.
17. The Landlord incurred a cost of \$161.06 to replace the cabinet and provided a receipt showing the amount she paid to IKEA for the same product.
18. The Landlord has incurred reasonable costs of \$1,063.10 to replace the medicine cabinet and restore the shower. The Landlord will incur the reasonable costs of \$12,325.20 to replace the flooring that was damaged and cannot be repaired. The Tenant will be responsible for half of the amount, \$6,162.60.

It is ordered that:

1. The Tenant shall pay to the Landlord \$7,225.70, which represents the reasonable costs of repairing the damage and/or replacing the damaged property.
2. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Tenant owes the Landlord is \$7,411.70.
4. If the Tenant does not pay the Landlord the full amount owing on or before December 7, 2023, the Tenant will start to owe interest. This will be simple interest calculated from December 8, 2023 at 7.00% annually on the balance outstanding.

January 8, 2024

Date Issued

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

Elena Jacob
Member, Landlord and Tenant Board

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