



Order under Section 87 & 89 Residential Tenancies Act, 2006

Citation: ABIB Property v Sebire, 2024 ONLTB 19636

Date: 2024-03-22

File Number: LTB-L-007299-23

In the matter of: B-3352 Lake Shore Boulevard West Etobicoke,
ON M8W 1M9

Between: ABIB Property Landlord

And

Franja Ovari Former Tenants
Andrea Downne Culp
Ethan Robert Daniel Sebire

ABIB Property (the 'Landlord') applied for an order requiring Franja Ovari, Andrea Downne and Ethan Robert Daniel Sebire (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe.

Further, the Landlord applied for an order requiring the Former Tenants to pay the Landlord's reasonable out-of-pocket costs that the Landlord incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenants, another occupant of the rental unit or someone the Former Tenants permitted in the residential complex.

This application was heard by videoconference on February 1, 2024.

Only the Landlord's agents Borislav Gortchov, Biliانا Gortchova and Adriana Pentcheva attended the hearing.

As of 10:37 am, the Former Tenants were not present or represented at the hearing although properly served with notice of this hearing by the Landlord. 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 proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenants shall pay to the Landlord \$18,907.63.
2. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's *Rules of Procedure*.
3. Further, I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's *Rules of Procedure*.
4. These documents were served on December 23, 2023 by e-mail.
5. The Former Tenants vacated the rental unit on December 9, 2023.
6. The application was filed within one year after the Former Tenants ceased to be in possession of the rental unit.

Rent

7. The lawful rent was \$2,100.00. It was due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$69.04. This amount is calculated as follows: \$2,100.00 x 12, divided by 365 days.
9. The Former Tenants have not made any payments since the application was filed.
10. The Landlord testified that the Former Tenants and the Landlord had arranged a meeting for December 6, 2022. On that date the Former Tenants never attended and on December 9, 2022, the Landlords attended at the unit and found the unit vacant with only two sets of three keys returned. As such, the Landlords changed the unit's locks on December 9, 2022.
11. As the Former Tenants vacated the rental unit without giving notice, arrears of rent are owing for the period that ends of the termination date that could have been specified in a notice of termination had the Former Tenants, on the date that the landlord knew or ought to have known that the Former Tenants vacated the rental unit. As such, I am satisfied that arrears are owing to January 9, 2023.
12. The rent arrears and daily compensation owing to January 9, 2023 are \$7,471.36.

Costs

13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Damage

14. The Former Tenants, another occupant of the rental unit or a person whom the Former Tenants permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
15. The Landlord is seeking \$4,000.00 for the replacement of the unit's kitchen as a result of mice. The total cost includes the materials and labour. Photos were entered into evidence of the damage, and I am satisfied that the Landlord was required to conduct the work which was conducted as a result of the actions of the Former Tenants.
16. Further, the Landlord is also seeking \$450.00 for the changing of the unit's locks. Invoices for this item was entered into evidence and I am satisfied that the Former Tenants are responsible for this expense.
17. The Landlord is also seeking \$1,000.00 for cleaning and ridding the unit of garbage and old appliances. Photos of the unit were entered into evidence, and I am satisfied that the Former Tenants are responsible for this expense.
18. The Landlord was also required to replace the flooring for the main floor and the 2nd floor of the unit totaling \$7,625.00. Invoices were entered into evidence as well as photos of the work that was required and I am satisfied that that Former Tenants are responsible for this expense.
19. Further, as a result of damage from vermin the Landlord was required to replace the unit's fridge and stove. Pictures of these items were entered into evidence and the Landlord testified that he had replaced these items with second-hand items and is seeking \$500.00 for this expense. I am satisfied on a balance of probabilities that the Former Tenants are responsible for the damages as claimed and will be ordered to repay the Landlord accordingly.
15. The Landlord incurred reasonable costs of \$13,575.00 to repair the damage and replace property that was damaged and cannot reasonably be repaired.

Last Month's Rent Deposit & Interest

16. The Landlord collected a rent deposit of \$2,100.00 from the Former Tenants and this deposit is still being held by the Landlord. The rent deposit is applied to the last rental period of the tenancy.
17. Interest on the rent deposit, in the amount of \$38.73 is owing to the Former Tenants for the period from May 28, 2020 to December 9, 2022.

It is ordered that:

1. The Former Tenants shall pay to the Landlord \$7,471.36, which represents rent and compensation owing up to January 9, 2023.

2. The Former Tenants shall also pay to the Landlord \$13,575.00, which represents the reasonable costs the Landlord incurred as a result of the damage.
3. The Former Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
4. The Landlord owes \$2,138.73 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenant.
5. The total amount the Former Tenant owes the Landlord is \$18,907.63*. See Schedule 1 for the calculation of the amount owing.
6. If the Former Tenants do not pay the Landlord the full amount owing on or before April 2, 2024, the Former Tenants will start to owe interest. This will be simple interest calculated from April 3, 2024 at 7.00% annually on the balance outstanding.

March 22, 2024

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.

* Refer to the attached Summary of Calculations.

**Schedule 1 SUMMARY OF
CALCULATIONS**

Amount the Former Tenants must pay the Landlord:

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|--|--------------|
| Rent and Compensation Owing To January 9, 2023 | \$7,471.46 |
| Damage Costs | \$13,575.00 |
| Application Filing Fee | \$186.00 |
| Less the amount of the last month's rent deposit | - \$2,100.00 |
| Less the amount of the interest on the last month's rent deposit | - \$38.73 |
| Total amount owing to the Landlord | \$18,907.63 |

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