



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

Citation: Parthenioiu v Alkhatib, 2024 ONLTB 1569

Date: 2024-01-12

File Number: LTB-L-041250-22

In the matter of: Upper, 4700 Cookman Crescent
Niagara Falls Ontario L2E1C2

Between: John I Parthenioiu Landlord

And

Muna A A Alkhatib Tenant

John I Parthenioiu (the 'Landlord') applied for an order to terminate the tenancy and evict Muna A A Alkhatib (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.

John I Parthenioiu (the 'Landlord') also applied for an order requiring Muna A A Alkhatib (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.

John I Parthenioiu (the 'Landlord') also applied for an order requiring Muna A A Alkhatib (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 December 19, 2023, at 09:00 am.

Only the Landlord attended the hearing.

As of 09:30 am, 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 grounds for the claim for compensation in the application. Therefore, the Tenant shall pay to the Landlord \$1,071.16
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on November 30, 2023.
4. There is no last month's rent deposit as the Landlord applied it to November 2023 rent.
5. The Landlord incurred a cost of \$201.00 for filing the application and is entitled to reimbursement for that cost.

Compensation for damages

6. 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. Specifically, the Landlord testified that the Tenant failed to inform him that the main bathroom toilet was malfunctioning in that it was continually running water. He first became aware of the problem when he received a higher-than-normal water bill on February 9, 2022.
7. Conducting an inspection on February 10, 2022, he discovered the lid to the tank had been removed and the casket had be pulled out of place, resulting in the toilet to continually run. Copies of the water bills were entered in evidence as was a receipt for the replacement parts totaling \$56.63
8. Based on the uncontested evidence and testimony before me I am satisfied on the balance of probabilities the Landlord has incurred reasonable costs of \$56.63 to repair the damaged toilet casket.

Compensation for substantial interference

9. The Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex substantially interfered with the reasonable enjoyment of the residential complex by the Landlord or another lawful right, privilege or interest of the Landlord.

Specifically, by damaging the toilet and failing to report it to the Landlord, the Landlord testified he incurred additional expenses totalling \$858.53 broken down as follows:

- a. \$818.53 in additional water utility costs. This is supported by the bills entered in evidence; and
 - b. \$40.00 in labour for the work he did to fix the toilet.
10. Upon informing the Landlord it was not the Board practice to reimburse Landlords for their time completing maintenance, even if it arose from substantial interference, he consented to withdrawing the \$40.00 claim for labour.
 11. Based on the uncontested testimony and evidence I am satisfied the Landlord incurred additional expenses totalling \$818.53 as a result of the Tenant substantial interference, namely failing to report the damaged toilet which resulted in the increased water utility bill

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of November 30, 2023.
2. The Tenant shall pay to the Landlord \$56.63, which represents the reasonable costs of repairing the damaged property.
3. The Tenant shall pay to the Landlord \$813.00 representing the additional utility costs that arose from the substantial interference.
4. The Tenant shall also pay to the Landlord \$201.00 for the cost of filing the application.
5. The total amount the Tenant owes the Landlord is \$1,071.16
6. If the Tenant does not pay the Landlord the full amount owing on or before January 23, 2024, the Tenant will start to owe interest. This will be simple interest calculated from January 24, 2024 at 7.00% annually on the balance outstanding.

January 12, 2024

Date Issued

Kelly Delaney

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.