



**Order under Section 69  
Residential Tenancies Act, 2006**

**Citation:** Keefer Management Inc. v Beauregard, 2024 ONLTB 11546

**Date:** 2024-02-19

**File Number:** LTB-L-013922-23

**In the matter of:** 14, 4321 QUEEN ST  
NIAGARA FALLS ON L2E2K9

**Between:** Keefer Management Inc. Landlord

**And**

Fernand Beauregard Tenant

Keefer Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Fernand Beauregard (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes **(L1 Application)**.

The Landlord also applied for an order to terminate the tenancy and evict 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 damage to the premises.

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 **(L2 Application)**.

This application was heard by videoconference on January 25, 2024.

Only the Landlord's agent T. Cotton attended the hearing.

As of 9:42 A.M., 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. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
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 June 30, 2023. Rent arrears are calculated up to the date the Tenant vacated the unit.
4. The lawful rent is \$751.77. It was due on the 1st day of each month.
5. The Tenant has paid \$1,100.00 to the Landlord since the application was filed.
6. The rent arrears owing to June 30, 2023 are \$3,184.50.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$650.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
9. Interest on the rent deposit, in the amount of \$101.58 is owing to the Tenant for the period from February 1, 2014 to June 30, 2023.

**L2 Application**

**N5 Notice**

10. On January 20, 2023, the Landlord gave the Tenant a first N5 notice of termination. The notice of termination alleges that as a result of the Tenant's failure to open the door for the fire department, the fire department kicked in the Tenant's fire raided door causing damage. The Landlord alleges that the cost to replace the fire raided door is \$1,316.45.
11. T.C. stated that since the Tenant vacated the unit on June 30, 2023, the Landlord is only seeking an order for the damage caused.
12. T.C. testified that the Landlord also incurred \$200.00 in labor charges to replace the fire raided door. I explained to the Landlord that the additional \$200.00 cost was not included on the N5 notice or the L2 application. That since the Tenant was not in attendance, the Tenant could not make submissions on the additional charge requested. The Landlord believed to have filed an amended L2 application, however, was unable to direct me to

such filed copy. T.C. stated that she wanted to proceed with the application without the additional charge.

13. T.C. testified that on October 17, 2022, the Tenant called 911 which resulted in the fire department attending the rental unit. On the fire department's arrival, the Tenant failed to open the door. T.C. testified that the fire department was left with no choice but to breakdown the Tenant's fire raided door, resulting in the Landlord incurring an expense of \$1,316.45. T.C. testified that although the Tenant promised payment, to date, no payment has been made.
14. Based on the uncontested evidence before me, I find that the Landlord has proven the reasonable costs of \$1,316.45 to replace the fire raided door in the Tenant's unit. I find that the Tenant was negligent in failing to allow the fire department access into the unit after he was the one who called 911.

**It is ordered that:**

**L1 Application**

1. The tenancy between the Landlord and the Tenant is terminated as of June 30, 2023, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$2,618.92. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.

**L2 Application**

3. The Tenant shall pay to the Landlord \$1,316.45, which represents the reasonable costs of replacing the damaged property.
4. If the Tenant does not pay the Landlord the full amount owing on paragraph 2 and 3 on or before March 8, 2024, the Tenant will start to owe interest. This will be simple interest calculated from March 2, 2024 at 7.00% annually on the balance outstanding.

**February 26, 2024**

**Date Issued**

\_\_\_\_\_  
Mayra Sawicki

Member, Landlord and Tenant Board

15 Grosvenor St, 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.

**Schedule 1  
SUMMARY OF CALCULATIONS**

**A. Amount the Tenant must pay as the tenancy is terminated**

Rent Owing To Move Out Date	\$4,284.50
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$1,100.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$650.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$101.58
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$2,618.92</b>