



**Order under Section 69 and 89
Residential Tenancies Act, 2006**

Citation: Wasinski v Skriban, 2024 ONLTB 20825

Date: 2024-03-27

File Number: LTB-L-070855-22

In the matter of: 1, 101 MOHAWK RD W
HAMILTON ON L9C1W2

Between: Ewa Wasinski Landlord

And

Alexander Skriban Tenant

2024 ONLTB 20825 (CanLII)

Ewa Wasinski (the 'Landlord') applied for an order to terminate the tenancy and evict Alexander Skriban (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- 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.

This application was heard by videoconference on January 15, 2024.

Only the Landlord and their legal representative, Nilo Grabar, attended the hearing.

As of 9:37 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:

L2 Application – interference with reasonable enjoyment and wilful or negligent damage

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy is terminated as of April 7, 2024 and the Tenant shall pay \$3,446.50 to the Landlord for the cost to repair the property that was damaged.
2. The N5 Notice included two reasons for requesting termination of the tenancy: interference with reasonable enjoyment, and wilful or negligent damage to the residential complex.
3. The allegations of interference include three complaints from other tenants who made complaints about the Tenant's behaviour. The complaining tenants are unidentified and did not provide evidence at the hearing, therefore I find that there is insufficient information to make a ruling about these allegations.
4. The N5 also described text messages sent by the Tenant to the Landlord which included profanity and threats and interfered with the Landlord's reasonable enjoyment. The messages included, "you'll be surprised how easy it is to destroy ppl's lives" and "with regards to a notice of eviction...I [expletive] dare you....remind me, how long is a waiting list for housing tribunals for eviction?" I find this behaviour rises to the level of substantial interference with reasonable enjoyment of the rental complex by the Landlord.
5. The N5 also provides 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. On or around December 5, 2021 the Tenant bought a motorcycle and damaged the front entrance hall of the residential complex by installing a ramp over the front stairs and through the front entrance to move the motorcycle into his room. He was asked to repair the damage, return the stairs to the original condition, and not store the motorcycle in the property.
6. Between December 5 and December 7, 2021 the Tenant constructed a shed which he attached to the house, and which blocks access to the hydro meter. The Tenant suggested that he would relocate the hydro meter, which was not agreed to by the Landlord.
7. Between December 2021 and October 2022 the Landlord asked the Tenant several times to remove the shed and repair the damage to the front entrance. On February 2, 2022 the Tenant agreed to do so. As of the date of the hearing, no repairs have been made.
8. The Landlord received quotes from two contractors to complete the required work: removal and disposal of the shed, drywall repair in front entrance hall wall and ceilings, painting front entrance hallway, and removing and replacing damaged flooring in front entrance hallway. The lower of these two quotes is \$3,446.50.
9. I find these actions constitute wilful damage. The Landlord will incur reasonable costs of \$3,446.50 to repair the damage.

L1 Application – Non-Payment of Rent

10. 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.

11. As of the hearing date, the Tenant was still in possession of the rental unit.
12. The lawful rent is \$700.00. It is due on the 1st day of each month.
13. Based on the Monthly rent, the daily rent/compensation is \$23.01. This amount is calculated as follows: \$700.00 x 12, divided by 365 days.
14. The Tenant has paid \$2,100.00 to the Landlord since the application was filed.
15. The rent arrears owing to January 31, 2024 are \$8,400.00.
16. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
17. The Landlord collected a rent deposit of \$700.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
18. Interest on the rent deposit, in the amount of \$35.44 is owing to the Tenant for the period from July 1, 2020 to January 15, 2024.

Relief from Eviction

1. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant has made no effort to repair the damage caused by his decision to build a ramp through a hallway and construct a shed without permission. Further, he responded to requests to make the repairs with profanity and threats. The Tenant was not in attendance to provide any ground for relief from eviction.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before April 7, 2024.
2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application. The amount of the rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. The amount owing in damages is added to the amount owing for rent arrears.
3. As of the date of the hearing, the Tenant owes the Landlord \$10,942.21 See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlord daily rent/compensation of \$23.01 per day for the use of the unit starting January 16, 2024 to the date the Tenant moves out of the unit.
5. If the Tenant does not pay the Landlord the full amount owing on or before April 7, 2024 the Tenant will start to owe interest. This will be simple interest calculated from April 8, 2024 at 7.00% annually on the balance outstanding.

6. If the unit is not vacated on or before April 7, 2024, then starting April 8, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after April 8, 2024.

March 27, 2024

Date Issued

Dawn Carr

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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on October 8, 2024 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

**Schedule 1
SUMMARY OF CALCULATIONS**

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

Rent Owing To Hearing Date	\$10,145.15
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,100.00
Less the amount of the last month's rent deposit	- \$700.00
Less the amount of the interest on the last month's rent deposit	- \$35.44
Damages from L2 Application	\$3,446.50
Total amount owing to the Landlord	\$10,942.21
Plus daily compensation owing for each day of occupation starting January 16, 2024	\$23.01 (per day)

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