



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

Citation: Ali v Mallah, 2024 ONLTB 4836

Date: 2024-01-16

File Number: LTB-L-072163-23

In the matter of: 4204, 510 CURRAN PL
MISSISSAUGA ON L5B0J8

Between: Yusra Naji Abed Ali Landlord

And

Suzane Mallah Tenant

Yusra Naji Abed Ali (the 'Landlord') applied for an order to terminate the tenancy and evict Suzane Mallah (the 'Tenant') because

- the Tenant did not pay the rent that the Tenant owes.
- 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.

This application was heard by videoconference on December 12, 2023. Only the Landlord's legal representative, Christopher Williams attended the hearing.

As of 9:30 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:

L1 Application:

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 September 21, 2023. Rent arrears are calculated up to the date the Tenant vacated the unit.
4. The lawful rent is \$2,500.00. It was due on the 1st day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to September 21, 2023 are \$9,225.99.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

L2 Application:

9. 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.
10. The Landlord gave evidence at the hearing that on February 21, 2023 at approximately 8:41p.m, the Tenant along with her guests attended the gaming room lounge. While in the lounge the Tenant and/or her guests caused damages to the gaming room. The Landlord also stated that the Tenant has a history of misusing the condominiums common area amenities and as a result the condominium corporation charged back the Landlord, which they now wish to recoup from the Tenant.
11. The total costs the Landlord claims in the application is \$4,749.82. For the following reasons, I do not find that the Landlord has made out their claim for the entire amount requested.
12. The Landlord relied on a copy of photographs from the building's security system, showing individuals along with a person identified as the Tenant in the "gaming lounge" and the various letters and invoices sent on behalf of the condominium corporation. The Landlord also submits that a copy of the condominium building's rules and bylaws were provided to the Tenant along with the tenancy agreement at the inception of the tenancy.
13. This application is brought pursuant to section 89 of the Act, which states in part:

89 (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay reasonable costs that the landlord has incurred or will incur for the repair of or, where repairing is not reasonable, the replacement of damaged property if, [Emphasis added]

- a) while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant or former tenant wilfully or negligently causes or caused undue damage to the rental unit or the residential complex;

14. Given the language of section 89, the Landlord is restricted to the reasonable costs that the Landlord has incurred or will incur for the repair or replacement of damaged property.
15. After further review of the evidence and the documents filed with the Board most of the claims made by the Landlord are not for physical damage to property, rather fees that they have been charged by the condominium corporation, which also may include a registration of a lien on the rental unit. A description of those charges are found at paragraphs 9 and 12 of the Landlord's *Schedule A to N5 Notice*. The letters are also found at Exhibit B, Exhibit D, and Exhibit E of their evidence. As these charges are not related to physical damage, I find that the Landlord is not entitled to the reimbursement of these charges.
16. I find that the Landlord is entitled to the cleaning fee in the amount of \$282.50 as it relates to a reasonable cost to repair damaged property as a result of the Tenant or their guest's conduct. As such an order for this amount shall issue.
17. The filing fee has been awarded on the L1 portion of the application and so it will not be ordered twice.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of September 21, 2023, the date the Tenant moved out of the rental unit
2. The Tenant shall pay to the Landlord \$9,411.99. 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. See Schedule 1 for the calculation of the amount owing.
3. The Tenant shall also pay to the Landlord \$282.50, which represents the reasonable costs of repairing the damage done to the property.
4. The total the Tenant owes the Landlord is \$9,694.49.
5. If the Tenant does not pay the Landlord the full amount owing on or before January 27, 2024, the Tenant will start to owe interest. This will be simple interest calculated from January 28, 2024 at 7.00% annually on the balance outstanding.

January 16, 2024

Date Issued

Curtis Begg

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	\$9,225.99
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$0.00
Less the amount of the interest on the last month's rent deposit	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$9,411.99

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