



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

Citation: Kingston & Frontenac Housing Corporation v White, 2023 ONLTB 81091

Date: 2023-12-20

File Number: LTB-L-019176-22

In the matter of: 226, 176 WILSON ST KINGSTON
ON K7K5T8

Between: Kingston & Frontenac Housing Corporation Landlord

And

Shelene White Tenant

Kingston & Frontenac Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Shelene White (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.

Kingston & Frontenac Housing Corporation (the 'Landlord') also applied for an order requiring Shelene White (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 6, 2023.

The Landlord's Legal Representative Nicola Diak and the Tenant's Legal Representative Sara Ho attended the hearing.

As of 2:10 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB.

Preliminary Issue:

1. The Tenant's Legal Representative Ms. Ho requested an adjournment, as it was discovered this afternoon the Tenant needs an accommodation of an in-person hearing. Ms. Ho based this submission on her colleague's assessment of the Tenants' Doctor recommendations and the fact the Tenants' phone is broken.

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2. The Tenant was in her representative's office before the hearing time and was instructed to remain, but the Tenant left her office and did not return. Ms. Ho stated there was no way to contact the Tenant because of her phone being broken.
3. Ms. Ho admitted she had no instructions to ask for an adjournment, but the principal representative was on holidays.
4. The Landlord's Legal Representative Ms. Diak opposed the adjournment request. She stated this was the 2nd hearing date, the first being February 21, 2023, and the hearing was adjourned on consent of the parties for a potential resolution. However, 8 months later the Landlord is in the same position.
5. I denied the adjournment request, as Ms. Ho did not have instructions to ask for an adjournment and provided no submissions why the matter should change to an in-person hearing.
6. Ms. Ho then requested the Board remove her firm from record.
7. I denied that request, as the Tenant was not given a letter of disengagement and it would be inappropriate and prejudicial to remove Ms. Ho this late in the proceedings without the Tenants' knowledge.
8. Ms. Ho remained but did not participate during the hearing.

Determinations:

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:

- Causing damages to the kitchen cupboards, countertop, plumbing, removing interior doors, and drains
 - Tampering/removal with fire alarms and smoke detector in the unit
 - Tampering with the electrical systems in the unit
 - Altering, or attempting to change fixture or plumbing, causing further damages and flooding to occur in another unit
10. The Landlord has incurred reasonable costs of \$1,500.00 to repair the damage or replace property that was damaged and cannot be repaired.
 11. The Landlord has proven the reasonable costs that the Landlord has incurred or will incur as a result of the damage.
 12. The Landlord request to Board consider a conditional behaviour order with costs of repairing the damages to the rental unit.
 13. 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 not be unfair to

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grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. For a period of one year, from December 20, 2023 until December 20, 2024, the Tenant shall :
 - Refrain from damaging the rental unit, such as tampering with the electrical system in the rental unit
 - Not tamper with any smoke alarms or smoke detectors in the unit
 - Refrain from attempting to repair any damages caused in the rental unit
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.

4. The Tenant shall pay to the Landlord \$1,500.00, which represents the reasonable costs of repairing the damage or replacing the damaged property.
5. The Tenant shall pay the Landlord \$500.00, starting February 1, 2024 and ending April 1, 2024.
6. If the Tenant does not pay the Landlord the full amount owing on or before April 1, 2024, the Tenant will start to owe interest. This will be simple interest calculated from April 2, 2024 at 7.00% annually on the balance outstanding.

December 20, 2023

Date Issued

Anthony Bruno

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.