



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

Citation: Chawla v Singh, 2023 ONLTB 65554

Date: 2023-10-05

File Number: LTB-L-037818-23

In the matter of: Room C (Upper Unit), 222 QUEENMARY DR BRAMPTON
ON L7A1Y9

Between: Shikha Chawla Landlord
Lakshay Chawla

And

Jujar Singh Tenant

Shikha Chawla and Lakshay Chawla (the 'Landlords') applied for an order to terminate the tenancy and evict Jujar Singh (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 Landlords 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 Tenant has been persistently late in paying the Tenant's rent.

The Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlords also applied for an order requiring the Tenant to pay the Landlords' reasonable out-of-pocket costs the Landlords have 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.

The Landlords also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlords have incurred or will incur for unpaid utilities and internet.

This application was heard by videoconference on September 20, 2023.

Only the Landlords and their legal representative, Jordan Nieuwhof, attended the hearing. Hiral Solanki ("HS"), Akshat Atray ("AA") and Manik Kapoor ("MK") attended the hearing as witnesses for the Landlords.

Throughout the entire hearing block, the Tenant was not present or represented although properly served with notice of this hearing by the LTB. In addition, the Landlord's legal representative served the Tenant the Notice of Hearing on September 12, 2023. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Preliminary Issue:

1. The Landlords requested to amend the application to correct several typographical errors and to include a claim for unpaid utilities and an unpaid internet bill.
2. On September 12, 2023, the Landlord's legal representative served the Tenant with a copy of the amended application, the Notice of Hearing and the evidence the Landlord wished to rely on at the hearing.
3. I am satisfied that the Landlords served the amended application on the Tenant according to the Rules. As such, I granted the request to amend the application and the application proceeded as amended.

Determinations:

4. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy shall be terminated and the Tenant shall be ordered to pay the Landlord \$340.00 for the Landlords' cost of repairing the undue damage caused by the Tenant, \$775.41 for unpaid utilities and \$104.00 for an unpaid internet bill. .
5. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination:

6. On April 26, 2023, the Landlords gave the Tenant an N8 notice of termination because the Tenant persistently failed to pay the rent on time. The termination date set out on the Notice of Termination was June 30, 2023. The notice of termination contains the following allegations:
7. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent has been paid late six times in the six months before the Notice of Termination was served. The Tenant has either paid the rent late or not at all since November 2022.

8. Based on the uncontested evidence before me, I am satisfied that Tenant persistently failed to pay the rent on time.

N5 Notices of Termination:

9. The Landlords served the Tenant a Notice of Termination, Form N5 on April 26, 2023. The termination date set out on the Notice of Termination was May 21, 2023.
10. The Landlord's witnesses testified with respect to the allegations set out on the Notice of Termination. These allegations included, but were not limited to the following:
 - On October 29, 2022 the Tenant attempted to start a fight with another tenant;
 - On November 7, 2022, the Tenant started banging on another tenant's (AA's) door in the evening around 7:30 p.m. and tried to break the door. The Tenant made threats to harm AA if he did not come out;
 - On November 20, 2022 the Tenant attacked the same tenant (AA) in the hallway;
 - On December 18, 2022 the Tenant assaulted the Landlord after the Landlord came to investigate the presence of a sword in the common area;
 - On March 28, 2023 the Tenant punched hole in the powder room door and in the door to his room (room C). The Landlord claimed \$340.00 to repair the damage to both doors.
11. The Tenant did not void the first Notice of Termination by correcting his behaviour or repairing the damage or paying the Landlord for the cost of repair.
12. On May 10, 2023, the Landlords served the Tenant a second Notice of Termination Form N5 due to the continuing disruptive behaviour of the Tenant. The termination date set out on the Notice of Termination was May 25, 2023.
13. The Landlords testified with respect to the allegations set out on the second Notice of Termination. These allegations include:
 - On April 30, 2023 and on May 10, 2023 the Tenant tampered with Landlord's security camera in the residential complex.
14. Based on the uncontested evidence before me, I am satisfied that the Tenant substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlords or another tenant and that the Tenant has wilfully or negligently caused damage to the premises.
15. As a result of the Tenant's conduct, many tenants moved out of the residential complex.

Compensation for undue damage, utilities and internet:

16. The Tenant wilfully or negligently caused undue damage to the rental unit or residential complex. The Tenant punched or kicked the powder room door and a bedroom door. The Landlord incurred costs in excess of \$340.00 to replace the doors. As the Landlord claimed \$340.00 in the application, the costs are limited to \$340.00.
17. The Landlord submitted that the Tenant failed to pay utility costs (heat water and electricity), which amount to \$775.41 up to August 31, 2023.
18. The Tenant was also required to pay for the cost of internet in the amount of \$104.00. The Tenants' failure to do so, seriously interfered with Landlord's right, interest or privilege. As such, the Tenant shall be ordered to pay these costs as well.
19. The total amount the Tenant owes the Landlord for undue damage, utilities and internet is \$1,219.41.

Daily compensation:

20. The Tenant was required to pay the Landlords \$3,208.77 in daily compensation for use and occupation of the rental unit for the period from May 22, 2023 to September 20, 2023.
21. Based on the Monthly rent, the daily compensation is \$26.30. This amount is calculated as follows: \$800.00 x 12, divided by 365 days.
22. The Landlords also incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
23. The Landlords collected a rent deposit of \$800.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$27.07 is owing to the Tenant for the period from May 15, 2022 to September 20, 2023 .
24. In accordance with subsection 106(10) of the *Residential Tenancies Act, 2006*, (the 'Act') the last month's rent deposit shall be applied to the rent for the last month of the tenancy.

Relief from eviction:

25. MK a current occupant of the residential complex testified that the Tenant's disruptive behaviour continues up to date. According to MK, the Tenant continues to create a toxic environment in what would otherwise be a pleasant building.
26. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the continuing disruptive behaviour of the Tenant, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before October 16, 2023.
2. If the unit is not vacated on or before October 16, 2023, then starting October 17, 2023, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords on or after October 17, 2023.
4. The Tenant shall pay to the Landlords \$3,208.77, which represents compensation for the use of the unit from May 22, 2023 to September 20, 2023.
5. The Tenant shall also pay the Landlords compensation of \$26.30 per day for the use of the unit starting September 21, 2023 until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlords \$340.00, which represents the reasonable costs of repairing the damage and replacing the damaged property.
7. The Tenant shall also pay the Landlords \$879.41 for unpaid utilities and the cost of internet.
8. The Tenant shall further pay to the Landlords \$186.00 for the cost of filing the application.
9. The total amount the Tenant owes the Landlords is \$4,614.18.
10. The Landlords owe \$827.07 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
11. The total amount the Tenant owes the Landlords is \$3,787.11 (\$4,614.18 – \$827.07).
12. If the Tenant does not pay the Landlords the full amount owing on or before October 16, 2023, the Tenant will start to owe interest. This will be simple interest calculated from October 17, 2023 at 7.00% annually on the balance outstanding.

October 5, 2023

Date Issued

Jana Rozehnal

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.

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In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on April 17, 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.

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