



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

Citation: Silver Swan Properties v Scott Copeman, 2023 ONLTB 46116

Date: 2023-06-29

File Number: LTB-L-033658-22

In the matter of: 4, 114 DAVEY DR
ORILLIA ON L3V4G8

Between: Silver Swan Properties Landlord

And

Scott Copeman Tenant

Silver Swan Properties (the 'Landlord') applied for an order to terminate the tenancy and evict Scott Copeman (the 'Tenant') because has interfered with others, damaged, or overcrowding.

Silver Swan Properties (the 'Landlord') also applied for an order requiring Scott Copeman (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 June 14, 2023.

Only the Landlord, Michael Preston attended the hearing.

As of 10:23 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. As explained below, the Landlord has proven on a balance of probabilities the claim for compensation in the application. Therefore, the Landlord will be awarded his reasonable out of pocket costs in replacing/repairing the undue damage to the property.
2. The Tenant was in possession of the rental unit on the date the application was filed. But the Tenant has since vacated the rental unit on August 31, 2022, this is the date the Landlord regained possession of the rental unit.

3. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
4. There is no last month's rent deposit.

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5. The Tenant permitted in the residential complex wilfully or negligently caused undue damage to the residential complex. A door at the residential complex was battered, dented, and the handle had been broken off by the Tenant.
6. The Landlord has incurred reasonable costs of \$352.50 to repair the damage and replace property that was damaged and cannot be repaired.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated effective August 31, 2022.
2. The Tenant shall pay to the Landlord \$352.50, which represents the reasonable costs of repairing the damage and replacing the damaged property.
3. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenant owes the Landlord is **\$538.50**.
5. If the Tenant does not pay the Landlord the full amount owing on or before July 10, 2023, the Tenant will start to owe interest. This will be simple interest calculated from July 11, 2023 at 6.00% annually on the balance outstanding.

June 29, 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.

