



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

Citation: Westfall v Bosse, 2023 ONLTB 42855

Date: 2023-06-15

File Number: LTB-L-077248-22
(formerly SOL-18341-20)

In the matter of: Upper Unit, 61 McCalla Drive St.
Catharines Ontario L2N1A4

Between: Rick Westfall Landlord

And

Michael Bosse Tenants
Natalie Bullock

Your file has been moved to the Landlord and Tenant Board's new case management system, the Tribunals Ontario Portal. Your new file number is LTB-L-077248-22

Rick Westfall (the 'Landlord') applied for an order to terminate the tenancy and evict Michael Bosse and Natalie Bullock (the 'Tenants') because the tenants or another occupant of the rental unit or someone they permitted in the residential complex have wilfully or negligently caused undue damage to the premises.

The Landlord has also applied for an order requiring the Tenants to compensate the Landlord for the damage.

This application was heard by videoconference on April 14, 2021 at 9:00 a.m.

Only the Landlord attended the hearing.

As of 10:41 a.m., the Tenants were 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. The Tenants were in possession of the rental unit when the application was filed.

Landlord's Evidence

2. The Landlord submitted that on or about September 17, 2020 the Tenants were involved in a fight, tenant Michael Bosse kicked the front door window breaking it. Also, despite

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signing a lease that specifies no smoking in the rental unit, the Tenants smoked and continued to smoke despite being cautioned not to, causing smoke damage to the walls.

Notice to Terminate Tenancy

3. As result of the incidents noted the Landlord served an N7 Notice For Causing Serious Problems in the Rental Unit or the Residential Complex ('N7 notice') by placing the document under the door of the rental unit on November 02, 2020. The termination date in the N7 notice was November 13, 2020. I am satisfied that the N7 notice was properly served and complied with s.66 of the Act.
4. After the notice was served another incident occurred on or about December 23, 2020 whereas the Tenants engaged in another fight resulting in the Police were called. The Landlord testified that although it was determined the Tenant Natalie Bullock had caused damage to the rental premises, due to the COVID 19 Pandemic, Police did not arrest her and or remove her from the premises.

Damages

5. The Landlord has incurred costs of \$1,243.00 to repair the damage and or replace property that was damaged and cannot be reasonably repaired. The Landlord submitted a copy of an invoice from Niagara Pre-Hung Doors dated October 22, 2020 for the amount of \$1,243.00. The Landlord has also obtained an estimate of \$4,000.00 to repair an repaint the rental unit due to the smoke damage.
6. The Tenant vacated the rental unit on or about February 23, 2021.
7. Based on the uncontested testimony and documentation by the Landlord, the Landlord's claim for wilful damage of \$1,243.00 is granted. I will also further grant the Landlord the sum of \$4,000.00 for the reasonable cost of repairing the smoke damage to the rental unit.

It is ordered that:

1. The tenancy between the Landlord and Tenant is terminated February 23, 2021, the date that the Tenants vacated the rental unit and returned vacant possession to the Landlord.
2. The Tenants shall pay to the Landlord \$1,243.00 the cost for replacing the broken door window.
3. The Tenants shall pay to the Landlord \$4,000.00 the costs to repair and paint the rental unit due to smoking.
4. The Tenants shall pay the Landlord the \$186.00 application filing fee.
5. The total the Tenants shall pay to the Landlord is \$6,429.00

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6. If the Tenants do not pay the Landlord the full amount owing on or before June 26, 2023, the Tenant will start to owe interest. This will be simple interest calculated from June 27, 2023 at 6.00% annually on the balance outstanding.

June 15, 2023**Date Issued**15 Grosvenor Street, Ground Floor, Toronto
ON M7A 2G6

Peter Pavlovic

Member, Landlord and Tenant Board

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.