



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

**Citation:** Voula Boutzios v Tibor lasos Bozik, 2023 ONLTB 42877

**Date:** 2023-06-13

**File Number:** LTB-L-062063-22

**In the matter of:** 201, 1004 O'CONNOR DR EAST  
YORK ON M4B2T3

**Between:** Voula Boutzios Landlord

**And**

Lakhto S Erika Tenants Tibor Lasos Bozik

Voula Boutzios (the 'Landlord') applied for an order to terminate the tenancy and evict Lakhto S Erika and Tibor Lasos Bozik (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe (L1 Application).

Voula Boutzios (the 'Landlord') also applied for an order to terminate the tenancy and evict Lakhto s Erika and Tibor Lasos Bozik (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants 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 Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises.

Voula Boutzios (the 'Landlord') also sought compensation for the reasonable costs they have incurred or will incur to repair or replace the damaged property caused by Lakhto s Erika and Tibor Lasos Bozik (the 'Tenants') L2 Application).

This application was heard by videoconference on May 31, 2023.

The Landlord's Agent Louie Boutzios and the Landlord's Legal Representative Pearl Karimalis and the Tenants Tibor Lasos Bozik and Lakhto S Erika attended the hearing.

**Determinations:**

Preliminary Issue

1. At the hearing, the Tenants were originally visible by video but had no audio. After approximately one hour's time the Tenant Tibor Lasos Bozik joined the virtual hearing by phone. He stated that he did not understand English and that he needed a translator. I noted in the Board's record the file had been adjourned from January 30, 2023 for this same reason.
2. The Board's records from the previous hearing date indicate the Tenants spoke to Tenant Duty Counsel for 90 minutes and then sought an adjournment to obtain a translator. Tenant Duty Counsel confirmed with the Board on the previous hearing date that they had explained to the Tenants how to obtain a translator.
3. The file was adjourned and the Tenants were advised by the previous Member they needed to arrange for an interpreter for the next hearing date. If they did not, the hearing would proceed without one.
4. Mr. Bozik did not provide any explanation as to why a translator had not been arranged for the hearing. Mr. Bozik simply continued to repeat he did not understand English and requested an adjournment.
5. Based on the Board's records I was satisfied the Tenants were aware they needed to ensure they had translation for the hearing date. I did not think it would be fair to the Landlord to adjourn the file again for the same reason. The Tenants had four months to arrange for a translator and they did not. I found the Tenants had a reasonable opportunity to participate in the proceedings. The previous date was adjourned after they spoke to Tenant Duty Counsel for 90 minutes and were given instruction on how to obtain translation for the hearing. As a result, I denied the adjournment request and the matter proceeded.
6. At this time, Cynthia Jonas joined on the same telephone device as Mr. Bozik and advised the Board she would do her best to translate from English to Hungarian and from Hungarian to English for the Tenants.

L1 Application

7. 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.
8. As of the hearing date, the Tenants were still in possession of the rental unit.

9. The lawful rent was \$1,750.00 and it increased to \$1,793.75 on January 1, 2023. It is due on the 1st day of each month.
10. Based on the Monthly rent, the daily rent/compensation is \$58.97. This amount is calculated as follows: \$1,793.75 x 12, divided by 365 days.
11. The Tenants have paid \$11,968.75 to the Landlord since the application was filed.
12. The rent arrears owing to May 31, 2023 are \$2,250.00.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$1,750.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
15. Interest on the rent deposit, in the amount of \$39.10 is owing to the Tenants for the period from October 2, 2021 to May 31, 2023.

#### L2 Application

16. On September 26, 2022, the Landlord gave the Tenants an N5 notice of termination. The termination date in the notice was October 19, 2022 and it was deemed served on September 26, 2022.
17. The N5 notice alleges the Tenants have substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant and the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises. The N5 notice advises the Tenants the estimated cost to repair the damage is \$4,617.00. The notice also advised the Tenants they have seven days to stop the behaviour and pay the Landlord the amount in order to void the notice. The date to void the notice in this case was October 3, 2022.
18. At the hearing, the Landlord relied on the following claims as particularized on the N5 notice:
  - a) On June 9, 2022 the Tenants called the Landlord for maintenance as the bathroom sink was "falling". The Landlord attended the unit and found the bathroom vanity had been tampered with. The drainpipe was removed and broken. The Landlord repaired the problem at a cost of \$130.00 and told the Tenants not to tamper with repaired vanity.
  - b) On August 2, 2022 the Tenants again called the Landlord about issues with the bathroom vanity. The Landlord found the vanity disassembled and the replacement pipes installed on June 10, 2022 had been damaged. The Landlord repaired the

damage at a cost of \$23.00 and again told the Tenants not to tamper with any plumbing.

- c) On September 2, 2022, the Tenants called the Landlord for maintenance. The Landlord discovered signs the bathroom vanity was removed from the wall as the caulking was cracked. The Landlord found an unauthorized washing machine in the unit. The Landlord told the Tenants not to remove the bathroom vanity or disconnect and plumbing. The Tenants were also told to remove the unauthorized washing machine.
- d) On September 10, 2022, the Landlord conducted a unit inspection and found the fridge, kitchen cupboard and kitchen countertop had been covered in adhesive paper. The Landlord advised the Tenants to remove the paper or pay the Landlord the estimated cost of \$1,130.00 to remove the paper. The Landlord also advised the Tenant they must pay the Landlord \$900.00 to replace the fridge.
- e) On September 10, 2022, the Landlord found three window screens missing from the windows. The Landlord required the screens be replaced or the Tenants pay the Landlord \$300.00 for the cost to replace the screens.
- f) On September 10, 2022, the Landlord inspected the unit below the Tenants unit and found water damage in the bathroom ceiling and walls caused by the Tenants tampering with the plumbing fixtures. The Landlord estimated the cost of the repair to be \$1,695.00 and required the payment of this cost from the Tenants.
- g) On September 10, 2022, the Landlord asked the Tenants to remove tires and car seats from their parking space. The Tenants cannot use their parking space as a waste site.
- h) On September 11, 2022, the Tenants brought the unauthorized washing machine back into the unit.
- i) On September 18, 2022, another tenant complained the Tenants are not picking up after their dog. The dog has urinated and defecated in front of the other tenant's door.
- j) On September 22, 2022, the Landlord inspected the bathroom of the rental unit with a licensed plumber. The Landlord found the showerhead was removed, the toilet valve was tampered with causing a water leak and the basin sink appeared to have been removed. The Landlord incurred cost of \$339.00 to repair the damage.

19. The Landlord's Agent, Louie Boutzios, testified the Tenants have not paid the Landlords any money to compensate them for the estimated and incurred costs to repair the damage to the rental unit caused by the Tenants.
20. Mr. Boutzios testified that on June 9, 2022 he responded to a maintenance call from the Tenants and found the bathroom vanity and basin removed from the wall. The drain pipe had also been removed. Mr. Boutzios repaired the damage at a cost of \$129.93 and receipts for these costs were submitted into evidence. I find this amount to be reasonable and it will be ordered.
21. Mr. Boutzios' evidence was he again responded to a maintenance call from the Tenants and found bathroom drain spout that was repaired on June 10, 2022, damaged again. Mr. Boutzios repaired this damage at a cost of \$23.26 and submitted a receipt from Home Depot for the materials. I find this amount reasonable and it will be ordered.
22. On September 2, 2022, Mr. Boutzios responded to a maintenance request from the Tenants and found the bathroom basin and pedestal had been disconnected from the wall. The soldered trap was also broken. Mr. Boutzios found a washing machine in the rental unit hidden under a blanket. The Landlord submitted a copy of the Lease Rules and Regulations into evidence. These rules stipulate the Tenants are not to use any equipment that tampers with the plumbing or electrical systems in the rental unit.
23. Mr. Boutzios testified he conducted a unit inspection on September 10, 2022 and found the countertops, walls, fridge and cupboards covered in wall paper. The Landlord submitted photographs depicting the rental unit on this date and they depict extensive wall papering to the areas described. The Lease Rules submitted prohibit alterations to the rental unit without the consent of the Landlord. The Landlord received an estimate to remove the wallpaper from the rental unit from Pro Painting. The amount of the estimate is \$1,130.00 and it was submitted into evidence. I find this amount to be reasonable and it will be ordered.
24. The estimate does not include the removal of the wall paper from the fridge. The Landlord sought \$900.00 to replace the fridge but provided no evidence that a new fridge was required. No evidence was presented indicating the wall paper could not be removed from the fridge. Without more evidence, I am not convinced on a balance of probabilities the Landlord requires replacement of the fridge and this amount will not be ordered.
25. On September 10, 2022, Mr. Boutzios also conducted an inspection of the unit below that of the Tenants. He testified he found extensive water damage in the bathroom ceiling caused by water leakage from the Tenants unit above. The Landlord submitted photographs of the damage and the subsequent repair. The Landlord had originally estimated the repair would cost \$1,695.00 but had the work done for \$1,200.00 and

submitted a receipt for this incurred cost. I find this amount fair and reasonable and it will be ordered.

26. The Landlord sought additional amounts not claimed on the L2 application for a recurrence of the water damage to the unit below the Tenant's in February 2023. The Landlord did not file a request to amend their application to include this additional incident or cost. Since the issue occurred more than three months prior to the hearing, I found no reasonable explanation for the inaction on the part of the Landlord and I did not think it would be procedurally fair to the Tenants to permit the Landlord to amend their application without notice on the day of the hearing.
27. Mr. Boutzios testified that on September 10, 2022 the inspection he conducted included the Tenants' parking space. The space contained garbage including spare tires and car seats. It was his evidence these items were not removed during the voiding period. The Landlord submitted photographs of the parking place and it clearly appears to be used as a dumping area.
28. Mr. Boutzios' evidence was that on September 11, 2022, after the inspection was conducted the day prior, the Tenants brought the washing machine back into the rental unit.
29. Mr. Boutzios testified that sometime in August 2022, the Tenants removed the window screens from the windows in the rental unit. The Landlord estimated the cost to replace the screens was \$300.00 in total. I found this amount fair and reasonable and it will be ordered.
30. On September 18, 2022 the Landlord received complaints from other tenants that the Tenants were not cleaning up after their dog urinates and defecates in the residential complex. Mr. Boutzios testified he had to clean up the dog waste the Tenants have left behind.
31. On September 22, 2022, Mr. Boutzios again attended the rental unit for plumbing issues. His evidence was the toilet water supply line had been tampered with and the bathroom vanity was detached from the wall. The showerhead was also missing. Mr. Boutzios repaired the problems at a cost of \$339.00 and submitted a receipt for this amount. I find this amount to be fair and reasonable.
32. At the conclusion of the Landlord's evidence, the Tenants confirmed they had no questions for cross examination. I asked Ms. Jonas to ask the Tenants what they wanted to the Board to know about the circumstances. The Tenants, through Ms. Jonas stated some of the information given by the Landlord was not true. The Tenants reiterated their lack of understanding of the proceedings. Ms. Jonas also advised me she did not understand what was being asked.

33. On the evidence presented at the hearing, I am satisfied on a balance of probabilities, in combination, the conduct and behaviour of the Tenants, has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant and the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex have wilfully or negligently caused damage to the premises.
34. I can infer the bathroom vanity and bathroom plumbing do not remove themselves and therefore must have been removed by the Tenants. The continued tampering with these fixtures by the Tenants has caused damage to the rental unit resulting in expenses and future costs to the Landlord to rectify the issues. I am also satisfied the Tenants' use of an unauthorized washing machine, and the tampering with the plumbing in the rental unit has led to water damage to the ceiling of the unit below. The wall papering of the rental unit and the removal of window screens will also result in unnecessary expense to the Landlord. Therefore, I am also satisfied the Landlord has proven they are entitled to compensation for the expenses they have incurred and will incur as a result of the damage to the unit caused by the Tenants.
35. The Landlord's evidence was the Tenants did not void the N5 notice by paying the Landlord \$4,617.00 for the damage they caused to the rental unit by October 3, 2022. At the hearing, the amount of damage was found to be less than that stated on the N5 notice.
36. One of the reasons the amount of damage was found to be less than the amount stated on the N5 was because the Landlord was able to have some of the repairs completed for less than the estimate they received. Another reason was the Landlord did not proceed with a claim for damage to the walls. Finally, the amount is lower because no amount was awarded for the wall papering of the fridge. I do not find the Landlord has inflated or drastically misstated the amount of damage on the N5 notice. I note the Tenants did not pay any amount to the Landlord for the damage caused to the rental unit. Additionally, the Landlord's evidence was the Tenants' have never removed the tires, car seats and other refuse from their parking space. As such, I find the Tenants did not void the N5 notice of termination in accordance with section 64(3) of the Act.
37. The Landlord did not present any evidence the Tenants had failed to clean up after their dog during the voiding period or beyond. As a result, I find this behaviour was voided and it was not considered as part of the Landlord's application.
38. I find the total amount the Landlord has proven in relation to expenses they have incurred or will incur for damage to the rental unit is \$3,122.19. This amount is based on the following:
- a) \$129.93 for repairs done to the rental unit on June 9, 2022.

- b) \$23.26 for repairs done to the rental unit on August 2, 2022.
- c) \$1,130.00 for the removal of the wallpaper from the rental unit.
- d) \$1,200.00 for the water leak repair to the unit below the Tenants' unit.
- e) \$300.00 for the cost to replace the window screens that were removed.
- f) \$339.00 for the repairs done to the rental unit on September 22, 2022.

### Section 83 Considerations

- 39. The Landlord sought termination of the tenancy citing ongoing issues with the Tenants since the N5 notice was served. On October 8, 2022 an inspection of the unit was conducted by Mr. Boutzios and he found the silicone sealant around the toilet and bathroom vanity had been removed. During an inspection of the unit conducted in November 2022, Mr. Boutzios discovered the unauthorized washing machine was still in the unit beside the stove.
- 40. Mr. Boutzios testified that in February of 2023, the Tenants again caused water to leak to the rental unit below requiring additional repairs by the Landlord.
- 41. As of May 13, 2023, an inspection of the unit by Mr. Boutzios revealed holes in the bathroom walls as well as the removal of the silicone sealant around the bathroom basin and toilet. Additionally, as of the date of the hearing, the contents and conditions of the Tenants' parking space have not changed.
- 42. Through Ms. Jonas, I asked the Tenants if there were any circumstances they may be experiencing that would make an eviction unfair and Ms. Jonas replied she did not understand. I repeated the question and again asked Ms. Jonas to ask it of the Tenants and she again stated she did not understand.
- 43. Given the response from Ms. Jonas, I asked the Landlord if there were aware of any circumstances the Tenants may be experiencing that would make an eviction unfair and they were aware of none.
- 44. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.



**It is ordered that:**

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenants is terminated effective June 24, 2023. The Tenants must move out of the rental unit on or before June 24, 2023.
2. The Tenants shall pay to the Landlord \$3,112.19 for the damage caused to the rental unit.
3. Pursuant to the L1 Application, the Tenants shall also pay to the Landlord \$646.90 for arrears of rent owing to the date of the hearing and \$186 in costs to file the application. The amount of the rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants.
4. The total amount owing by the Tenants to the Landlord for damage to the unit and rent arrears to the day of the hearing, including costs is \$3,759.09. See Schedule 1 for the calculation of the amount owing.
5. If the Tenants do not pay the Landlord the full amount owing on or before June 24, 2023, the Tenants will start to owe interest. This will be simple interest calculated from June 25, 2023 at 6.00% annually on the balance outstanding.
6. If the unit is not vacated on or before June 24, 2023, then starting June 25, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after June 25, 2023.
8. The Tenant shall also pay the Landlord compensation of \$58.97 per day for the use of the unit starting June 1, 2023 until the date the Tenants move out of the unit.

**June 13, 2023**

**Date Issued**

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John Cashmore

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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on December 25, 2023 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.

**Schedule 1**  
**SUMMARY OF CALCULATIONS**

**A. Amount the Tenants must pay as the tenancy is terminated**

Rent Owing To May 31, 2023	\$ 14,218.75
Application Filing Fee	\$ 186.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	-11,968.75
<b>Less</b> the amount of the last month's rent deposit	- \$ 1,750.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$ 39.10
<b>Total amount owing to the Landlord for rent arrears</b>	<b>\$646.90</b>
<b>Plus the total amount owing to the Landlord for damage</b>	<b>\$3,112.19</b>
<b>Total amount owing to the Landlord</b>	<b>\$3,759.09</b>
Plus daily compensation owing for each day of occupation starting June 1, 2023:	\$ 58.97 (per day)

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