



**Order under Section 69 / 88.1 / 88.2
Residential Tenancies Act, 2006**

Citation: Wang v Mintz, 2023 ONLTB 42042

Date: 2023-06-12

File Number: LTB-L-078861-22

In the matter of: UNIT 1, 173 VARSITY RD
YORK ON M6S4P5

Between: Zhe Wang Landlord

And

Darril Mintz Tenant

Zhe Wang (the 'Landlord') applied for an order to terminate the tenancy and evict Darril Mintz (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.

This application was heard by videoconference on May 30, 2023. The Landlord's representative, Jinying Wang, and the Tenant, represented by Ian Shemish, attended the hearing.

At approximately one hour and fifteen minutes into the hearing, it was disclosed that the Landlord had a witness in the hearing room. This was not disclosed at the commencement of the hearing. In addition, the Landlord began to make allegations about a confrontation between the Tenant and the witness which was not a part of the allegations that gave rise to the notices served on the Tenant. The Tenant's representative objected to the inclusion of testimony from this witness. Considering the fact that the Landlord's legal representative did not disclose the presence of the witness and provide for submissions on the exclusion of the witness, I determined that the witness should be excluded due to the witness's presence at the hearing as well as the accretions made by the Landlord regarding the witnesses need to testify.

Determinations:

1. The Landlord applied for compensation for substantial interference with reasonable enjoyment. The Landlord was seeking \$1,200.00. At the hearing the Landlord withdrew this request stating that she was angry when she completed the application and was not seeking this compensation.

2. The Landlord was also seeking termination of the tenancy as well as \$360.00 in compensation for damage the Landlord claims the Tenant caused to a storage shed. After hearing the testimony, it was disclosed that the Landlord has demolished and removed the storage shed. Considering the fact that the shed cannot be repaired, I find it unreasonable to order the Tenant to pay for any damage caused to the shed.
3. Based on the evidence, which included a photograph of the Tenant's top for his vehicle stored in the shed, which does not demonstrate that the Tenant damaged the shed, and the fact that the shed was used as storage for a snowblower, which the Tenant has used to remove excess snow, I find there is insufficient evidence to conclude the Tenant caused damage to the shed. As such, the tenancy will not be terminated on this ground.
4. The Landlord also claims the Tenant permit his dog to defecate on the property and does not remove the feces. The Tenant denies his dog is responsible. The Tenant introduced a photo of bags full of dog hair claiming that a neighbour is running a pet grooming business, and that these dogs that visit the business are responsible. The Landlord denies that there is another tenant running such a business. Based on the evidence before me, I cannot conclude the Tenant is responsible for this issue.
5. Finally, the parties agree that the Tenant has failed to pay 30% of the utility charges as required under the tenancy agreement. Disclosure included waste removal charges which are not included in the tenancy agreement. However, the amount requested in the Landlord's application, which was not amended before the hearing, is much less than the outstanding utility charges. Therefore, I accept the Landlord has incurred the costs applied for in the amount of \$2,492.82 in compensation.
6. The Tenant has paid the Landlord \$200.00 toward utility charges as ordered after the previous adjournment. This payment is not included in what the Tenant owes the Landlord as additional charges have become due since the adjournment. The Tenant proposed paying the Landlord \$1,500.00 now and \$100.00 per month until the balance is paid in full.
7. I find relief from eviction is appropriate on the condition the Tenant complies with paying the Landlord the utility costs as proposed as well as paying the utility costs going forward, as required by the tenancy agreement.

It is ordered that:

1. The Tenant shall pay to the Landlord \$2,492.82 in unpaid utility charges, as applied for by the Landlord, as follows:
 - The Tenant shall pay to the Landlord \$1,500.00 on or before June 20, 2023.
 - The Tenant shall pay to the Landlord \$100.00 on or before the 1st day of each consecutive month commencing July 2023 and continuing through March 2024.
 - The Tenant shall pay to the Landlord the balance of \$92.82 on or before April 1, 2024.
2. The Tenant shall also pay to the Landlord 30% of the utility charges for the residential complex upon receipt of the proof of charges provided to the Tenant from the Landlord.

3. In the event the Tenant fails to make the above said payment in full and on time, the entire balance of the amount set out in this Order will become due and payable forthwith under this Order. The Landlord shall be entitled to apply to the Board, no later than 30 days after a breach of this Order, without notice to the Tenant, for an Order terminating the tenancy and evicting the Tenant, pursuant to Section 78 of the Residential Tenancies Act, 2006.

June 12, 2023

Date Issued

Greg Joy
Member, Landlord and Tenant Board

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