



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

Citation: Shahri v Reddam, 2023 ONLTB 40336

Date: 2023-05-30

File Number: LTB-L-019314-22

In the matter of: BASEMENT, A-293 BLUE GRASS BLVD RICHMOND
HILL ON L4C3H1

Between: Nader Nazmdar Shahri Landlords
Zohreh Ranjbar Irani

And

Michael J. Reddam Tenant

Nader Nazmdar Shahri and Zohreh Ranjbar Irani (the 'Landlords') applied for an order to terminate the tenancy and evict Michael J. Reddam (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 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 Michael J. Reddam (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 February 21, 2023. The Landlord, Nader Nazmdar Shahri, attended the hearing. 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. The Landlord, Nader Nazmdar Shahri, provided evidence for the Landlords at the hearing. He indicated that the Tenant has vacated the unit. Given the Tenant vacated the unit, the only issue before the Board is whether the Tenant shall be required to pay the Landlord to replace or repair undue damage to the rental unit.

Order Page 1 of 2

File Number: LTB-L-019314-22

2. The only issue related to damages pled on the application relates to a broken lock. The Landlord tried to raise numerous other issues that were not listed on the application or the notice of termination. Accordingly, those were not considered at this hearing. The Landlord is welcome to address other causes of action in another, properly pled, application before the Board.
3. With respect to the broken lock, a picture depicting the damage was provided to the Board. I accept the unconsented evidence that it was willfully broken by the Tenant.
4. Section 89(1) of the *Residential Tenancies Act, 2006* (the 'Act') authorizes the Board to order the Tenant to repay the Landlords for reasonable out-of-pocket expenses incurred because of damage the Tenant willfully caused to the rental unit.
5. The Landlords provided the Board with receipts showing he paid \$223.00 to replace and reinstall the lock. I find this expense claimed to be reasonable. Accordingly, The Tenant shall be ordered to pay the Landlord \$223.00 **It is ordered that:**
 1. The Tenant shall pay to the Landlord \$223.00, which represents the reasonable costs of replacing the damaged property.
 2. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application. The total amount the Tenant owes the Landlord is \$409.00
 3. If the Tenant does not pay the Landlord the full amount owing on or before June 30, 2023, the Tenant will start to owe interest. This will be simple interest calculated from July 01, 2023, at 6.00% annually on the balance outstanding.

May 30, 2023
Date Issued

Bryan Delorenzi

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.

Order Page 2 of 2