



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

Citation: Jamani v McIntyre, 2023 ONLTB 40376

Date: 2023-05-29

File Number: LTB-L-018801-22

In the matter of: 2, 16 MITCHELL ST ST
THOMAS ON N5R2T7

Between: Liza Jamani Landlord

And

Sheila McIntyre Tenants
Zachary Salton

Liza Jamani (the 'Landlord') applied for an order to terminate the tenancy and evict Sheila McIntyre and Zachary Salton (the 'Tenants') because:

- the Tenants, 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 Tenants, 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 Tenant has been persistently late in paying the Tenant's rent.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

The Landlord also applied for an order requiring the Tenants 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.

This application was heard by videoconference on February 21, 2023. The Landlord was represented at the hearing by Jordan Nieuwhof. 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. At the hearing the Landlord's representative advised the Board the Tenants have vacated the rental unit. As a result, the Landlord withdrew her application for eviction. The issue before the board is whether the Landlord is entitled to be compensated for expenses incurred because the Tenant(s) damaged the rental unit.

Order Page 1 of 2

File Number: LTB-L-018801-22

2. Section 89(1) of the Act authorizes the Board to order the Tenants to repay the Landlords for reasonable out-of-pocket expenses incurred because of damage the Tenant willfully.
3. I accept the Landlord's uncontested evidence that the Tenants willfully damaged the rental unit. The Landlord's claim was supported by pictures and receipts substantiating the out-of-pocket expenses the Landlord incurred.
4. The Landlord has incurred reasonable costs of \$3045.60 to repair the damage to the rental unit. I find the amount claimed to be reasonable in this instance. The Tenants shall be ordered to pay the Landlord the amount claimed.

It is ordered that:

1. The Tenant shall pay to the Landlord \$3045.60, which represents the reasonable costs of repairing the damage and/or replacing the damaged property.
2. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Tenants owe the Landlord is \$3231.60
4. If the Tenants do 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 29, 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.

