



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

Citation: Envision Development Group Inc. v Kendal, 2023 ONLTB 34666

Date: 2023-05-04

File Number: LTB-L-022468-22

In the matter of: 2, 11 RIVER ST
Smiths Falls ON K7A3S3

Between: Envision Development Group Inc. Landlord

And

Anita Kendal Tenant
Tina Thompson

Envision Development Group Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Anita Kendal and Tina Thompson (the 'Tenant') because:

- 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.

This application was heard by videoconference on March 9, 2023. Only the Landlord's agent, R. Seeds attended the hearing.

I waited until after 9:30am., to call the matter, 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. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the application is granted, and an eviction order shall issue.

2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On April 11, 2022, the Landlord gave the Tenants an N5 notice of termination. The notice of termination contains the following allegations:
 - On April 6, 2022, at approximately 1:00pm the Landlord attended the rental unit to perform an inspection of the rental unit. Upon inspection the Landlord discovered

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that there was dog feces in the living room, kitchen, and bathroom and has been ground into the floor of the rental unit.

- The Landlord requested that the Tenants pay \$8,000.00 which is how much they estimate the cost is to repair/replaced the damaged property.
4. The Tenants did not repair the damage, pay the Landlord the reasonable costs to repair the damage or make arrangements satisfactory to the Landlord within seven days after receiving the N5 notice of termination. Therefore, the Tenants did not void the N5 notice of termination in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (Act).
 5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
 6. The Landlord collected a rent deposit of \$650.00 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$262.83 is owing to the Tenants for the period from August 27, 2004 to March 9, 2023. This amount will be deducted from the total amount the Tenants owe.
 7. In accordance with subsection 106(10) of the *Residential Tenancies Act, 2006*, (the 'Act') the last month's rent deposit shall be applied to the rent for the last month of the tenancy.
 8. During the hearing, the Landlord relied on an estimate for the damaged property- the estimate includes a breakdown of the scope of work and the pricing for the completion of the job. I find the estimate to be reasonable in the circumstances. Therefore, the Tenants will be ordered to pay \$10,052.42.
 9. 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 not be unfair to postpone the eviction until May 31, 2023 pursuant to subsection 83(1)(b) of the Act.

10. The Landlord testified that one of the Tenants is an elderly lady who has mobility issues and uses a walker regularly. The Landlord submitted that he has contacted outside agencies to try to get assistance for the Tenants to help them, which were unsuccessful.
11. Although the Tenants did not attend the hearing to lead evidence regarding their specific circumstances or to contest the Landlord's application for an eviction order- based on the information I have received from the Landlord, I believe some additional time to find alternative accommodation should be granted.
12. The above termination date I find to be reasonable in the circumstances. It provides the Tenants some additional time to relocate. However, is not so extensive that would severely prejudice the Landlord.

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It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before May 31, 2023.
2. If the unit is not vacated on or before May 31, 2023, then starting June 1, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 May 16, 2023.
4. The Tenants shall pay to the Landlord \$10,052.42, which represents the amount of out-of-pocket expenses the Landlord will incur to repair/replace the damaged property. Less the last months deposit and interest owed to the Tenants.
5. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenants owe the Landlord is \$9,325.59.
7. If the Tenants do not pay the Landlord the full amount owing on or before May 15, 2023, the Tenants will start to owe interest. This will be simple interest calculated from May 16, 2023 at 6.00% annually on the balance outstanding.

8. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

May 4, 2023

Date Issued

_____ **Curtis Begg**

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 of the Tenant expires on November 16, 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.