



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

Citation: Bruce County Housing Corporation v Andy Hubbard, 2023 ONLTB 33858

Date: 2023-05-03

File Number: LTB-L-027235-22

In the matter of: 208A, 647 Arlington Street
Port Elgin ON N2Z2Z4

Between: Bruce County Housing Corporation Landlord

And

Andy Hubbard Tenant

Bruce County Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Andy Hubbard (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 applied for an order requiring 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 April 20, 2023.

Only the Landlord's agent, Lesley Summers, attended the hearing. The Tenant and his support worker were in the same physical location and signed into the hearing block together and engaged in mediation. The Tenant physically left his support worker and refused to participate in the hearing just prior to this matter being called. 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. Therefore, the tenancy will terminate.
2. On April 4, 2022, the Landlord gave the Tenant an N5 notice of termination deemed served on April 9, 2022. The notice of termination alleged, amongst other issues, that the Tenant caused extensive damage throughout the rental unit, including holes in the walls throughout the unit, graffiti on the walls throughout the unit, and damage to the doors throughout the unit. The Tenant did not repair the damage, pay the Landlord the

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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 Tenant did not void the N5 notice of termination in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (Act).

3. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
4. There is no last month's rent deposit.
5. The Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex. The damage consisted of damage to the doors throughout the unit, damage to the kitchen countertop, and damage to the walls throughout the unit with graffiti and holes.
6. The Landlord has incurred or will incur reasonable costs of \$4,737.53 to repair the damage or replace property that was damaged and cannot be repaired. The Landlord submitted two invoices, one in the amount of \$333.92 and the other in the amount of \$4,403.61, to substantiate this amount.
7. 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. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 10, 2023.

2. If the unit is not vacated on or before May 10, 2023, then starting May 11, 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 11, 2023.
4. The Tenant shall pay to the Landlord \$4,737.53, which represents the reasonable costs of repairing the damage replacing the damaged property.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenant owes the Landlord is \$4,923.53.
7. If the Tenant does not pay the Landlord the full amount owing on or before May 10, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 11, 2023 at 6.00% annually on the balance outstanding.

May 3, 2023
Date Issued

Richard Ferriss
Member, Landlord and Tenant Board

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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 11, 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.

