



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

Citation: GALAXY VALUE ADD ONTARIO PROPERTIES LP v Jaber, 2023 ONLTB 27689

Date: 2023-03-27

File Number: LTB-L-012731-22

In the matter of: 317, 2920 FAIRLEA CRES
OTTAWA ON K1V8T9

Between: GALAXY VALUE ADD ONTARIO PROPERTIES LP Landlord

And

Anwar Jaber

Tenant

GALAXY VALUE ADD ONTARIO PROPERTIES LP (the 'Landlord') applied for an order to terminate the tenancy and evict Anwar Jaber (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.

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 January 23, 2023.

Doug Skene (DS), the Landlord's Site Manager, and the Landlord's legal representative, Kevin Anderson attended the hearing.

As of 1:14 p.m. the Tenant was not present or represented at the hearing.

Determinations:

L2 based on the Form N5 notice of termination

1. The Landlord no longer sought to terminate the tenancy based on the Form N5 notice of termination and withdrew this part of the application.

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L2 application based on Damages

2. The Landlord's L2 application for damages was amended to decrease the out-of-pocket expenses sought from \$10,000.00 to \$7,345.00 (\$6,500.00 plus HST). The Tenant is aware that the amount sought by the Landlord was decreased.
3. The issue to be determined by the Board is whether the Tenant has wilfully or negligently caused undue damage to the rental unit.
4. The Landlord's Site Manager, DS testified that on January 28, 2022 there was a fire in the Tenant's unit. The Tenant was cooking and went to answer the phone to speak with his brother. The pan on the stove caught fire and there was fire damage to the kitchen. The cabinets were burnt, and the tiles melted.
5. The Landlord submitted as evidence, photographs taken by DS on the day of the fire of the damage to the kitchen.
6. The Landlord submitted that the work to be done, included removing and replacing the tiles for the backsplash, replacing the drywall over the cabinets, plastering and painting. As the smoke permeated throughout the unit, the entire unit had to be painted.
7. The Landlord obtained lower quotes and got a new contractor.
8. In March 2022 the Landlord and the Tenant worked out an agreement for the Tenant to pay the amount of \$7,345.00 by instalments of \$300.00 per month. The Landlord indicated that the Tenant has been making the payments and as of the hearing date, there was a balance of \$3,846.90 owed to the Landlord.

9. Based on the uncontested evidence before, me, I find that the Tenant has wilfully or negligently caused undue damage to the unit when a fire broke out in his kitchen, when he left a pan on the stove, unattended. As a result, the Landlord has incurred or will incur reasonable costs of \$7,345.00, to repair and or replace the damaged property that was damaged and cannot be repaired.

It is ordered that:

1. The Tenant shall pay to the Landlord \$7,345.00, which represents the reasonable costs of repairing the damaged property. The Tenant has reduced this amount to \$3,846.90.
2. The Tenant shall continue to pay the Landlord the amount for the damages, according to their agreement.
3. If the Tenant does not pay the full amount owed to the Landlord, as per their agreement, then the Tenant will start to owe interest, the day following the breach of the agreement. This will be simple interest calculated at 5.00% annually on the balance outstanding.

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4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the filing fee on or before April 7, 2023, the Tenant will start to owe interest. This will be simple interest calculated from April 8, 2023 at 5.00% annually on the balance outstanding.

**March 27, 2023 Date
Issued**

Debbie Mosaheb
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.

