



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

Citation: RPMS PROPERTY MANAGEMENT SERVICES INC. v Attah, 2023 ONLTB 25979

Date: 2023-03-21

File Number: LTB-L-022234-22

In the matter of: 311, 10 SAN ROMANOWAY
TORONTO ON M3N2Y2

Between: RPMS PROPERTY MANAGEMENT SERVICES INC. Landlord

And

Richard Kwofie Tenant
Rose Attah

RPMS PROPERTY MANAGEMENT SERVICES INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Richard Kwofie and Rose Attah (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.

RPMS PROPERTY MANAGEMENT SERVICES INC. (the 'Landlord') also applied for an order requiring Richard Kwofie and Rose Attah (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 March 8, 2023.

Only the Landlord's Legal Representative Jason Paine and the Landlord's Agent, Irfan Jahangir attended the hearing.

As of 9:47 a.m., 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.

File Number: LTB-L-022234-22

Determinations:

1. The Landlord's L2 application is based on an N5 Notice to End Your Tenancy for Interfering with others, Damage or Overcrowding ('N5') which was served on the Tenant on March 30, 2022. The N5 notice alleges that the Tenant, someone visiting or living with the Tenant wilfully or negligently damaged the rental unit or the residential complex. For the reasons that follow, the Landlord's L2 application is granted.
2. The Landlord's Agent, Irfan Jahangir ('IJ') testified that he viewed surveillance camera footage from March 7, 2022 at 5:47 a.m. that showed a young man wearing blue trousers, a black t-shirt, wearing socks with sandals, has a small beard and short black coloured hair approach the window in the 7th floor elevator lobby while on his phone. The young male was observed to look on his phone and then strongly punched the glass which caused the glass to shatter.
3. IJ stated that he is familiar with the individual who broke the glass stating that he is the son of the Tenants and stated that there has been prior incidents involving the Tenant's son.
4. An invoice for the repair of the thermal glass that was broken was tendered into evidence which was in the amount of \$855.92.
5. Based on the uncontested evidence and submissions before me, and based on a balance of probabilities, I am satisfied that the Landlord has proven that 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.
6. IJ testified that the Tenant has already paid for the damage their son caused and also paid for the Landlord's filing fee for this application and therefore the Landlord is not proceeding with their damage claim as set out in the L2 application. The Landlord is also not seeking an eviction of the Tenant but rather seeks a conditional order.
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 not be unfair to

grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

8. This order contains all of the reasons within it and no further reasons will be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant, another occupant of the rental unit or a person whom the Tenant permits in the residential complex shall not damage any of the Landlord's property for a period of one year from the date of this order.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the

File Number: LTB-L-022234-22

application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.

March 21, 2023

Date Issued

Heather Chapple
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.