



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

**Citation:** Synergi Organics Inc. v Allan, 2023 ONLTB 25590

**Date:** 2023-03-16

**File Number:** LTB-L-003558-23

2023 ONLTB 25590 (CanLII)

**In the matter of:** 180 FALLIS LINE  
MILLBROOK ON L0A1G0

**Between:** Synergi Organics Inc. Landlord

**And**

Krystyn Allan Tenant

Synergi Organics Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Krystyn Allan (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 caused undue damage to the premises.

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

This application was heard by videoconference on March 6, 2023.

The Landlord's Representative Ryan Lauzon and the Landlord's Legal Representative Crystal Francey attended the hearing.

As of 9:41 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.

**Determinations:**

1. The Landlord's L2 application is based on an N5 and an N7 notice of termination served on the Tenant on December 31, 2022.
2. At the hearing, the Landlord's Legal Representative stated they would not be proceeding with the N5 notice of termination.
3. The N7 notice of termination indicates that due to the Tenant's refusal to fill the propane tank which was the primary heat source for the rental unit and which was required by the tenancy, the water pipes froze and lead to the water pipes bursting causing substantial water damage to the rental unit.
4. The Landlord's Representative Ryan Lauzon ('RL') testified that pursuant to a "Farmhouse agreement" signed July 1, 2021, the Tenant was responsible heat. This agreement states the following with respect to rent:

**Does Not Include:** Internet, Heat and Snow plowing.

5. RL submitted into evidence a number of text messages in December, 2022 with the Tenant where he suggested the Tenant order propane as he had checked the propane tank and there was only 10 lbs in each of them and that the Tenant should set up an account for the propane.
6. In a text message from the Tenant to the Landlord on December 20, 2022 the Tenant was aware of the possibility of the water pipes freezing as she indicated that: "the pipes might freeze and Doug isn't here tomorrow he isn't taking time off till next week. The people down the road were gone for a month and came home to pipes frozen". In response, the Landlord asked the Tenant why she would think the pipes would freeze because she is responsible for propane and there are tanks for her to use. The Tenant stated on December 20, 2022 at 2:53pm that she is not getting propane.
7. On December 23, 2022, the Tenant texted the Landlord to state that the pipes froze and that they would attempt to unfreeze them however, the pipes froze again on December 24, 2022.
8. In his text message to the Tenant on December 24, 2022, the Landlord stated that propane was the primary heat source, that propane must be used to properly heat the house and that the Tenant is responsible to heat the home.

9. The Landlord's Representative submits that as a result of the Tenant not properly heating the rental unit, the water pipes froze causing substantial damage. Photographs tendered at the hearing show water covering the basement floor as a result of the water pipes bursting. The Landlord's Representative testified that he checked the propane tanks on December 26, 2022 as well as the plumber, who attended the rental unit as a result of the burst pipes, and discovered that the propane tanks were empty.

10. Section 62 of the *Act* states the following:

A landlord may give a tenant notice of termination of the tenancy if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex willfully or negligently causes undue damage to the rental unit or the residential complex.

11. Based on the evidence and submissions before me, and on a balance of probabilities, I am satisfied that the Tenant willfully caused undue damage to the rental unit as a result of not providing heat to the rental unit which caused the water pipes to freeze and burst causing a flood in the basement.

12. The termination of the tenancy is a remedy of last resort and relief should be granted where the tenancy can be saved without overly prejudicing a landlord's interest. In this case, RL tendered a number of photographs which depict further damage to the rental unit, including feces scattered throughout the unit, door jams destroyed by an animal, walls damaged and water damage in the kitchen due to the water line being left on, and appliances removed from the rental unit.

13. The Landlord seeks termination of the tenancy and is not aware of any factors to consider with respect to relief from eviction other than they believe the Tenant may have vacated the unit already as they attended the rental unit on March 3, 2023 and observed no foot prints in the snow and a large number of discarded items strewn about the unit.

14. 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 March 21, 2023.

2. If the unit is not vacated on or before March 21, 2023, then starting March 22, 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 March 22, 2023.
4. The Tenant shall also pay the Landlord compensation of \$49.32 per day for the use of the unit starting March 22, 2023 until the date the Tenant moves out of the unit.
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 \$186.00.
7. If the Tenant does not pay the Landlord the full amount owing on or before March 21, 2023, the Tenant will start to owe interest. This will be simple interest calculated from March 22, 2023 at 5.00% annually on the balance outstanding.

**March 16, 2023**

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**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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on September 22, 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.

