



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

Citation: Skyline Living v Payne, 2023 ONLTB 23691

Date: 2023-03-07

File Number: LTB-L-038944-22

In the matter of: 416, 211 HUNTER STREET EAST
PETERBOROUGH ONTARIO K9H7B5

Between: Skyline Living Landlord

And

Taylor Payne Tenant

Skyline Living (the 'Landlord') applied for an order requiring Taylor Payne (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 11, 2023.

Only the Landlord's Agent, Ilona Howard, attended the hearing.

As of 12:32 p.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. As explained below, the Landlord has proven on a balance of probabilities the grounds for the claim for compensation for damages in the application.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on February 28, 2022.
4. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
5. There is no last month's rent deposit.

6. The Landlord alleges 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.
7. The Landlord's Agent submitted several photographs as evidence. These photographs showed extensive damage to the wood floors including burn marks, damage to the bathroom

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floors, vanity, and walls, and severe damage to the closet doors. The refrigerator doors also needed to be replaced due to damage and misuse.

8. The Landlord's Agent also submitted an invoice provided to the Tenant which showed the costs to repair the damages and replace the refrigerator doors. This invoice includes a total amount owing of \$5,014.47.
9. Based on the uncontested evidence before me and on a balance of probabilities, I am satisfied the Tenant, another occupant of the rental unit, or a person the Tenant permitted in the residential complex has caused undue damage to the rental unit. I find the Landlord has incurred or will incur reasonable costs of \$5,014.47 to repair the damage and replace property that was damaged and cannot be repaired.

It is ordered that:

1. The Tenant shall pay to the Landlord \$5,014.47, which represents the reasonable costs of repairing the damage and replacing the damaged property.
2. The Tenant shall also pay to the Landlord \$201.00 for the cost of filing the application.
3. The total amount the Tenant owes the Landlord is \$5,215.47.
4. If the Tenant does not pay the Landlord the full amount owing on or before March 18, 2023, the Tenant will start to owe interest. This will be simple interest calculated from March 19, 2023 at 5.00% annually on the balance outstanding.

March 7, 2023

Susan Priest

_____ **Date Issued**

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.