



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

Citation: Hood Property Management v Nedic, 2023 ONLTB 21636

Date: 2023-02-28

File Number: LTB-L-002873-22

In the matter of: 305, 670 CAMERON AVE
Windsor ON N9B1Z1

Between: Hood Property Management Landlord

And

Russ Nedic Tenant

Hood Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Russ Nedic (the 'Tenant') because:

- The behaviour of the Tenant or someone visiting or living with the Tenant substantially interfered with the Landlord's or another Tenants reasonable enjoyment of the residential complex and/or lawful rights, privileges or interests.
- The Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused undue damage to the premises.

The Landlord has also applied for an order requiring the Tenant to compensate the Landlord for the damage.

This application was heard by videoconference on February 15, 2023.

Only the Landlord's Legal Representative, Justin Brodie Timms-Fryer attended the hearing.

As of 9:25 am, 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.

Preliminary Issue:

1. The Landlord's Legal Representative requested to withdraw the eviction portion of this application and proceed on a damage only claim as the Landlord is no longer seeking termination of tenancy.

2. I consented to the request.

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Determinations:

3. The Tenant was in possession of the rental unit on the date the application was filed and remains in possession of the rental unit.
4. The Landlord is seeking damages in the amount of \$240.13 for damage to the locking system on the door of the rental unit.
5. As explained below, 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 by breaking the lock on the door to the rental unit.

Landlord's Uncontested Evidence

6. On or about December 21, 2021, the Tenant contacted the Property Manager to let him know that he had lost his keys to the rental unit.
7. The Property Manager had replacement keys made for the Tenant which were delivered to the Tenant.
8. On December 26, 2021, the Tenant broke his rental unit door to gain entry and as a result destroyed the lock plate and the door handle.
9. The Landlord's Legal Representative provided a photograph of the damaged door, lock plate and door handle.
10. He also provided a copy of an invoice from Essex County Locksmith in the amount of \$240.13 which represents replacing the damaged door lock.

Analysis

11. Under section 89 of the Act, a Landlord may apply to the Board for an order requiring a tenant to pay the reasonable costs that the Landlord has incurred or will incur for the repair

of or, where repairing is not reasonable, the replacement of the damaged property, if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex wilfully or negligently causes undue damage to the rental unit or residential complex and the tenant is in possession of the rental unit.

12. Based on the uncontested evidence of the Landlord, I am granting the Landlord's request for an order requiring the Tenant to pay the Landlord \$240.13 to repair the damage caused by the Tenant. The Landlord has provided a paid invoice for the repair of the damaged door lock and, I am satisfied that this represents a reasonable cost.

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It is ordered that:

1. On or before March 14, 2023, the Tenant shall pay the Landlord the amount of \$240.13, which represents the reasonable costs for replacing and repairing the damaged property.
2. On or before March 14, 2023, the Tenant shall also pay the Landlord \$186.00 for the cost of filing this application.
3. If the Tenant does not pay the Landlord the full amount owing on or before March 14, 2023, they will start to owe interest. This will be simple interest calculated from March 15, 2023 at 5.00% annually on the balance outstanding.

February 28, 2023

Date Issued

Trish Carson

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.

