



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

Citation: Four Silver Maple Holdings Inc v Smith, 2023 ONLTB 21655

Date: 2023-02-22

File Number: LTB-L-030945-22

In the matter of: 1206, 4 SILVER MAPLE CRT
BRAMPTON ON L6T4R2

Between: Four Silver Maple Holdings Inc Landlord

And

Clive Rhooms Tenants
Elaine Victoria Smith

Four Silver Maple Holdings Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Clive Rhooms and Elaine Victoria Smith (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants 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 Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises;
- the Tenants or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex;
- the Tenants, another occupant of the rental unit or a person the Tenants permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully caused undue damage to the premises.

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

the Landlord also applied for an order requiring the Tenants 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 Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

This application was heard by videoconference on November 24, 2022. The Landlord's agent, S. Dias the Landlord's witness, T. Roberts, and the Landlord's legal representative, M.Zarnett attended the hearing.

I waited until after 9:30am to call the matter, the Tenants were 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 termination of the tenancy and the claim for compensation in the application. Therefore, the application is granted, and the tenancy shall terminate.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On May 20, 2022, the Landlord gave the Tenants an N5, N6, and an N7 notice of termination. The notices of termination contained, in part the following allegations:
 - On June 20, 2021, the Tenants willfully pulled the fire alarm without a reasonable cause. The City of Brampton Fire Department charged the Landlord \$990.00, HST included, for the malicious fire alarm.
 - On March 31, 2022, the Tenants' occupant sketched over the security cameras on the 12th floor of the residential complex, then proceeded to steal the television and Rogers television box from the laundry room in the residential complex. The Landlord estimated the television costs to be \$223.74, HST included, and the cost of the Rogers television box is \$361.59, HST included.
4. At the hearing the Landlord called T.Roberts as a witness and relied on videos showing one of the two Tenants pulling the fire alarm on June 20, 2021, and sketching over the security camera on March 31, 2022.
5. Based on the evidence provided at the hearing, I am satisfied that the Tenants have committed an illegal act and seriously impaired the safety of people within the residential complex.
6. The Landlord relied on invoices from the City of Brampton Fire Department, showing the out-of-pocket expense relating to the malicious fire alarm in the amount of \$990.00. I also

find the cost to replace the TV and the Rogers television box to be reasonable in the circumstances and so an order for these out-of-pocket expenses will issue.

7. The Tenant was required to pay the Landlord \$7,634.12 in daily compensation for use and occupation of the rental unit for the period from June 21, 2022 to November 24, 2022.
8. Based on the Monthly rent, the daily compensation is \$48.62. This amount is calculated as follows: \$1,479.01 x 12, divided by 365 days.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$1,468.66 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$15.84 is owing to the Tenant for the period from January 1, 2022 to November 24, 2022.
11. In accordance with subsection 106(10) of the *Residential Tenancies Act, 2006*, (the 'Act') the last month's rent deposit shall be applied to the rent for the last month of the tenancy.

RELIEF FROM EVICTION

12. As noted, the Tenant did not attend the hearing of this matter and thus I did not have the opportunity to hear their evidence regarding their circumstances. or to dispute the Landlord's application for an eviction order.
13. 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 Tenants is terminated. The Tenant must move out of the rental unit on or before February 27, 2023.
2. If the unit is not vacated on or before February 27, 2023, then starting February 28, 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 February 28, 2023.
4. The Tenants shall pay to the Landlord \$6,149.63, which represents compensation for the use of the unit from June 21, 2022 to November 24, 2022, less the rent deposit and interest the Landlord owes on the rent deposit.
5. The Tenants shall also pay the Landlord compensation of \$48.62 per day for the use of the unit starting November 25, 2022 until the date the Tenants move out of the unit.
6. The Tenants shall pay to the Landlord \$585.33, which represents the reasonable costs of replacing the stolen property.

7. The Tenants shall pay to the Landlord \$990.00, which represents the out-of-pocket expenses for maliciously pulling the fire alarm
8. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
9. The total that the Tenants shall pay to the Landlord is \$7,910.96
10. If the Tenants do not pay the Landlord the full amount owing on or before February 27, 2023, the Tenants will start to owe interest. This will be simple interest calculated from February 28, 2023 at 5% annually on the balance outstanding.

February 22, 2023

Date Issued

Curtis Begg
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 August 31, 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.