



**Order under Section 69 / 88.1 / 88.2
Residential Tenancies Act, 2006**

Citation: Spencer v Richardson, 2023 ONLTB 18143

Date: 2023-02-09

File Number: LTB-L-000189-23

In the matter of: 9314 Leeming road Mount
Hope ON L0R1W0

Between: Carl M Spencer Landlord

And

Robert Richardson Tenant
Susan Richardson

Carl M Spencer (the 'Landlord') applied for an order to terminate the tenancy and evict Robert Richardson and Susan Richardson (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 a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex; and
- 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 applied for an order to terminate the tenancy and evict the Tenant because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord also will applied for an order requiring 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.

This application was heard by videoconference on January 26, 2023.

The Landlord, the Landlord's legal representative, Jasleen Narula, and Susan Richardson (SR), on behalf of all Tenants, attended the hearing.

At the hearing, the parties agreed to terminate the tenancy as of February 15, 2023 and they agreed on the amount the Tenant would be required to pay the Landlord with respect to the L1 application for rental arrears.

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The parties disputed the Landlord's claim regarding damage to the rental unit and the hearing proceeded with respect to this issue.

Determinations:

1. With respect to the L1 application, the parties agreed that the tenancy would terminate February 15, 2023 and that the Tenant would pay the Landlord \$3,600.00. This amount represents the rental arrears and compensation owing up to February 15, 2023, less the rental deposit.
2. With respect to the L2 application, the Landlord claimed that SR damaged the garage door and the door going from the garage into the residential complex.
3. With respect to the garage door, the Landlord provided video evidence of SR opening the garage door from outside and entering the garage. The Landlord said that the garage door had been secured in such a way that the garage door would have been damaged by SR opening it from the outside. The Landlord had not seen the alleged damage, did not have any evidence with respect to what damage might have been caused, and did not have any evidence with respect to the quantum of damage. I am unable to find that SR caused damage to the garage door based on the evidence before me. Moreover, even if I was satisfied that SR had caused damage, there is insufficient evidence before me to determine the reasonable out-of-pocket costs the Landlord would incur to repair or replace the damaged property.
4. Similarly, with respect to the door going from the garage into the residential complex, the Landlord had not seen the alleged damage, did not have any evidence with respect to what damage might have been caused, and did not have any evidence with respect to the quantum of damage. I am unable to find that SR caused damage to the door based on the evidence before me. Moreover, even if I was satisfied that SR had caused damage, there is insufficient evidence before me to determine the reasonable out-of-pocket costs the Landlord would incur to repair or replace the damaged property.

5. As a result, the Landlord's claim for reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property is dismissed.
6. Based on the Monthly rent, the daily compensation is \$78.90. This amount is calculated as follows: \$2,400.00 x 12, divided by 365 days.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

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 February 15, 2023.
2. If the unit is not vacated on or before February 15, 2023, then starting February 16, 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 16, 2023.

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4. The Tenant shall pay to the Landlord \$3,900.00, which represents arrears and compensation to February 15, 2023, less the rent deposit.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The Tenant shall also pay the Landlord compensation of \$78.90 per day for the use of the unit starting February 16, 2023 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before February 15, 2023, the Tenant will start to owe interest. This will be simple interest calculated from February 16, 2023 at 5.00% annually on the balance outstanding.

February 9, 2023

Date Issued

15 Grosvenor Street, Ground Floor,
Toronto ON M7A 2G6

Richard Ferriss

Member, Landlord and Tenant Board

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 16, 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.