



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

**Citation:** Desjardins v Lenhart, 2022 ONLTB 14089

**Date:** 2022-12-27

**File Number:** LTB-L-052373-22

**In the matter of:** 4265 COUNTY RD 1 EAST  
YARKER ON K0K3N0

**Between:** Joanne Desjardins Landlord

**And**

Erwin Lenhart Tenant

Joanne Desjardins (the 'Landlord') applied for an order to terminate the tenancy and evict Erwin Lenhart (the 'Tenant') because:

- 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 used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage.

The Landlord 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. 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 November 14, 2022.

Only the Landlord attended the hearing.

As of 10:00 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. The Landlord stated she personally provided the Tenant with her disclosure prior to the hearing. 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. Therefore, the tenancy is terminated on January 5, 2023.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. The residential complex is a side by side duplex. Both units of the duplex are occupied.
4. The Landlord's application is based on an N7 notice of termination ('N7 Notice') given to the Tenant on April 6, 2022 with a termination date of May 26, 2022. The N7 Notice contains the allegations that the Tenant seriously impaired the safety of another person and wilfully caused damage to the oil furnace in the rental unit by filling it with diesel fuel.
5. The Landlord testified that on January 25, 2021, she learned the Tenant had broken into the basement of the residential complex and tampered with the furnace by bleeding the lines in the furnace without permission. She testified that on April 3, 2022 she was contacted by the other tenant advising her there was a strong smell of gas fumes in her unit and the carbon monoxide detector had been triggered.
6. The Landlord testified that after speaking with an HVAC contractor and the Tenant's roommate, she learned the Tenant had put diesel fuel in the tank instead of the required oil causing the furnace to misfire resulting in the release of diesel fumes and carbon monoxide. The Landlord testified that because the Tenant refused to put oil in the tank as per the tenancy agreement, he would use several space heaters in the rental unit as a source of heat. She testified the Tenant's actions posed a serious fire safety risk to the Tenant and to the tenants in the adjacent unit.
7. The Landlord testified the HVAC contractor attended at the residential complex and repaired the furnace at a cost of \$474.60. She submitted an invoice from Glen Lasher Home Comfort Service in which the contractor advised the nozzle of the oil tank was plugged with dirt from the bottom of the tank caused by the Tenant using a jerrycan to fill the tank causing damage to the furnace transformer and regulator. He also noted there was oil at the bottom of the furnace from the Tenant bleeding the lines.
8. Based on the uncontested evidence before me, including the invoice from the HVAC contractor, I am satisfied that the Tenant or an occupant or a person permitted in the residential complex by the Tenant has wilfully caused undue damage to the rental unit by tampering with the furnace. As a result, I find the Tenant is responsible for the cost to repair the furnace in the amount of \$474.60.
9. I am also satisfied that the Tenant, another occupant of the rental unit or a person permitted in the residential complex by the Tenant has seriously impaired the safety of other persons by tampering with the furnace and the misuse of space heaters in the rental unit.

### Daily Compensation

10. Based on the Monthly rent, the daily compensation is \$42.41. This amount is calculated as follows:  $\$1,290.00 \times 12$ , divided by 365 days.
11. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

12. The Landlord collected a rent deposit of \$1,085.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$64.87 is owing to the Tenant for the period from March 23, 2018 to November 14, 2022.
13. 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.

**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 January 7, 2023.
2. If the unit is not vacated on or before January 7, 2023, then starting January 8, 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 January 8, 2023.
4. The Tenant shall pay to the Landlord \$6,187.22, which represents compensation for the use of the unit from May 26, 2022 to November 14, 2022, less the rent deposit and interest the Landlord owes on the rent deposit.
5. The Tenant shall also pay the Landlord compensation of \$42.41 per day for the use of the unit starting November 15, 2022 until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$474.60, which represents the reasonable costs of repairing the damage.
7. The Tenant shall also pay to the Landlord \$201.00 for the cost of filing the application.
8. The total amount the Tenant owes the Landlord is \$6,862.82. The Landlord must deduct from this amount any monies received from the Tenant.
9. If the Tenant does not pay the Landlord the full amount owing on or before January 7, 2023, the Tenant will start to owe interest. This will be simple interest calculated from January 8, 2023 at 4.00% annually on the balance outstanding.

**December 20, 2022**  
**Date Issued**

\_\_\_\_\_  
Susan Priest  
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.