



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

Citation: Nair v George, 2022 ONLTB 14384

Date: 2022-12-19

File Number: LTB-L-037492-22

In the matter of: Basement, 1022 BANCROFT DR
SUDBURY ON P3B1R4

Between: Anoop Nair Landlord
Anu Bhaskar

And

Tara Leigh George Tenant

Anoop Nair and Anu Bhaskar (the 'Landlords') applied for an order to terminate the tenancy and evict Tara Leigh George (the 'Tenant') because:

- 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 Landlords also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs that the Landlords have incurred or will incur to repair or replace undue damage to property.

This application was heard by videoconference on December 13, 2022. The Landlord Anoop Nair and the Landlord's legal representative T. Sivapatham attended the hearing. As of 9:30am, the Tenant was not present, despite being served with notice of hearing by the Board.

Determinations:

1. The Landlord's application is based on an N7 notice of termination served to the Tenant on June 14, 2022 with a termination date of July 4, 2022. The N7 notice alleges that the Tenant has wilfully damaged the rental unit.
2. The residential complex is a single detached dwelling consisting of two rental units. The Tenant on this application resides in the basement unit.
3. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application.
4. The Landlord testified that he purchased the residential complex on or about April 2022. On April 11, 2022 the Landlord conducted a walkthrough of the rental unit and observed no damages. The Landlord entered into evidence photographs taken from the April 11, 2022 inspection (LL exhibit #1).

5. On June 11, 2022, the Landlord conducted an inspection of the rental unit and discovered extensive damages including, dents in the refrigerator, shattered glass stove-top, holes in the drywall and broken kitchen cabinets. The Landlord submitted into evidence photographs from the June 11, 2022 inspection (LL exhibit #2).
6. The Landlord testified that as of the hearing date, the damages have not been repaired by the Tenant. The Landlord entered into evidence an invoice from a contractor confirming it would cost approximately \$8,500.00 to repair and/or replace the damages property (LL exhibit #3).
7. Based on the uncontested evidence before the Board, I am satisfied on a balance of probabilities that the Tenant has wilfully damaged the rental unit and that the Landlord will incur costs in the amount of \$8,500.00 to repair and/or replace the damaged property. The Landlord's evidence was credible and further supported by documentary evidence.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. 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 not be unfair to postpone the eviction until January 3, 2023 pursuant to subsection 83(1)(b) of the Act.

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 3, 2023.
2. If the unit is not vacated on or before January 3, 2023, then starting January 4, 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 4, 2023.
4. The Tenant shall pay to the Landlord \$8,500.00, which represents the reasonable costs of repairing and/or replacing the damaged property.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenant owes the Landlord is \$8,686.00.
7. If the Tenant does not pay the Landlord the full amount owing on or before January 3, 2023, the Tenant will start to owe interest. This will be simple interest calculated from January 4, 2023 at 4.00% annually on the balance outstanding.

December 19, 2022

Date Issued

Fabio Quattrociochi

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 July 4, 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.

2022 ONLTB 14384 (CanLII)