



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

Citation: Capreit Limited Partnership as Authorized Agents and Manager for Kings Club v Rillera,
2022 ONLTB 9674

File Number: LTB-L-005497-22

In the matter of: 918, 1100 KING ST W
TORONTO ON M6K0C6

Between: Capreit Limited Partnership as Authorized Agents and Manager Landlord
for Kings Club Residences Inc.

And

Hannah Rillera, Tenants
Javick Tamargo,
Warren Torrejas

Capreit Limited Partnership as Authorized Agents and Manager for Kings Club, KINGS CLUB RESIDENCES INC (the 'Landlord') applied for an order requiring Hannah Rillera, Javick Tamargo, Warren Torrejas (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 October 19, 2022.

Only the Landlord's Agent M. Palomar attended the hearing. The Landlord's Legal Representative B. Rubin was also present.

As of 9:33 a.m., 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 Tenants wilfully or negligently caused undue damage to the rental unit. Therefore, shall pay to the Landlord \$13,718.20, which represents the reasonable costs of replacing the damaged floors, baseboards, kitchen gable and repainting the rental unit.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The Tenants vacated the rental unit on February 28, 2022.

4. The Tenants, another occupant of the rental unit or a person whom the Tenants permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex. The Tenants allowed their pet to urinate in the rental unit; chew the baseboards and kitchen counters and scratch the walls.
5. The move-in inspection form was submitted to show that when the Tenants moved in on July 26, 2021, there was no damage reported to the rental unit.
6. The Landlord's Agent testified that the Tenants had requested a maintenance visit sometime in December 2021 via the Landlord's online portal. During the visit the Landlord found that the rental unit was in a deplorable condition with dog urine everywhere including the sub-floor throughout. The rental unit smelled bad and there were also chew marks on the baseboards and the kitchen counter. Photographic evidence was put into evidence. The area where the Tenant reported the leak, the baseboard and tiles were stained yellow, and floor was soaked in dog urine. Some of the wooden planks were also missing.
7. Landlord's Agent also testified that the kitchen counter had to be replaced and the walls had scratch marks and parts of it were bitten off. He further added that the residential complex has 3 towers with 536 units, but he has not seen damage like this before to any unit. Landlord's Agent further added that the Tenants were made aware of the damage, and it was reported to the upper management. The Tenants have not reached out to make any payments till the date of the hearing.
8. The Landlord had to fumigate the apartment after the Tenants vacated and do extensive renovations to the flooring, baseboards and the kitchen area including painting the entire apartment again. The quotes and purchase orders from the work undertaken were also submitted. The Landlord has spent in total \$13,718.20 to restore the rental unit and make it rentable again.
9. Based on the uncontested evidence, I find that the Landlord has incurred reasonable costs of \$13, 718.20 to repair the damage and replace property that was damaged and cannot be repaired.
10. 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 Tenant shall pay to the Landlord \$13,718.20, which represents the reasonable costs of repairing the damage and replacing the damaged property.
2. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Tenant owes the Landlord is \$13,904.20.
4. If the Tenant does not pay the Landlord the full amount owing on or before December 29, 2022, the Tenant will start to owe interest. This will be simple interest calculated from December 30, 2022 at 4.00% annually on the balance outstanding.

December 14, 2022

Date Issued

Sheena Brar
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.