



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

**Citation:** Canadian Student Living Group LP v May, 2022 ONLTB 14178

**Date:** 2022-12-13

**File Number:** LTB-L-002534-21

**In the matter of:** 303B, 1700 Simcoe St N  
Oshawa ON L1G4X9

**Between:** Canadian Student Living Group LP

Landlord

**And**

Adam May

Tenant

Canadian Student Living Group LP (the 'Landlord') applied for an order to terminate the tenancy and evict Adam May (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 someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date and for the cost of repairing undue damage.

This application was heard by videoconference on June 27, 2022.

The Landlord's representative E. Barbati and the Landlord's legal representative M. Sawicki attended the hearing. As of 12:36 pm, the Tenant was 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. The Landlord served the Tenant with an N5 notice of termination alleging substantial interference and undue damage. The Landlord's legal representative submitted that the Tenant had voided the substantial interference portion of the N5 notice by refraining from the conduct alleged in the notice. The remaining issue in this application is whether the Tenant or a guest of the Tenant caused undue damage to the residential complex.
2. The Landlord's uncontested evidence (including email correspondence with the Tenant, photographs from security camera footage, and video footage from a security camera) establishes, on a balance of probabilities, the following facts:

- a) On September 3, 2021, a person permitted into the residential complex by the Tenant damaged a lampshade on a hallway lamp in the building;
  - b) The Tenant acknowledged responsibility for this damage and compensated the Landlord for the cost of repair;
  - c) On September 12, 2021, people permitted into the residential complex by the Tenant damaged two lampshades on hallway lamps in the building;
  - d) The Tenant acknowledged responsibility for this damage but as of the date of the hearing had not compensated the Landlord for the cost of repair; and
  - e) The cost of repairing this damage is \$124.12.
3. Based on the Landlord's uncontested evidence, I find that a person or people permitted into the residential complex by the Tenant wilfully or negligently caused undue damage to the residential complex and that the reasonable cost of repairing this damage is \$124.12.
  4. The Tenant was in possession of the rental unit on the date the application was filed.
  5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
  6. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. The prejudice to the Landlord is minimal. The Tenant acknowledged the damage for both incidents and paid for the cost of the damage for the first incident. The remaining cost is low. It is more likely than not that the Tenant will comply with a conditional order requiring him to pay the remaining cost of repair.

**It is ordered that:**

7. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
8. On or before January 13, 2023 the Tenant shall pay \$124.12 to the Landlord.
9. If the Tenant fails to comply with the condition set out in paragraph 8 of this order, the Landlord may apply under section 78 of the Act for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of the breach. This application is made to the LTB without notice to the Tenant.
10. On or before January 31, 2023 the Tenant shall pay \$186.00 to the Landlord.

**December 13, 2022**

**Date Issued**

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Renée Lang  
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.