



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

**File Number:** CEL-00104-21

**In the matter of:** 1, 207 QUEEN STREET  
MIDLAND ON L4R3G8

**Between:** Brennan & Associate Landlord

**and**

Gloria Henderson Tenant

Brennan & Associate (the 'Landlord') applied for an order to terminate the tenancy and evict Gloria Henderson (the 'Tenant') because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused undue damage to the premises. The Landlord has also applied for an order requiring the Tenant to compensate the Landlord for the damage.

This application was heard by videoconference on October 4, 2022.

The Landlord legal representative, A. MacSporan, the Tenant, and the Tenant's representative attended the hearing.

**Determinations:**

1. The Tenant's boyfriend has wilfully or negligently caused undue damage to the rental unit by breaking the glass panes in 4 windows.
2. The Landlord will incur costs of \$1,000.00 to repair the damage. The Landlord claimed \$2,000.00 as the reasonable cost of repairing the damage. The Landlord's evidence of cost consists of an email the Landlord's property Manager sent to Templeton Windows on April 21, 2021 requesting a "rough estimate" based on photographs. The Landlord's Property Manager suggested that it would cost \$2,000.00 to replace the "windows" and Templeton Windows agreed with this suggestion without inspecting the windows. There is

no discussion of replacing the glass, which would be cheaper, or why new windows were necessary. At the time of the hearing, more than a year later, the Landlord had not repaired the damage therefore the Landlord did not give itself the opportunity to determine whether new windows were required. The \$1,000.00 reflects the reasonable cost of replacing the glass in the windows.

3. 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

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grant relief from eviction subject to the condition(s) set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. The Tenant has two young children and access rights to teenagers. An eviction would result in undue hardship. The Tenant's income is low and consists of disability payments and Child Tax Benefits. The Tenant cannot pay the costs of repairs within a short period. Consequently, the Tenant shall pay the amount in monthly instalments.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$1,186.00, which represents the reasonable costs of repairing the damage and the cost of filing the application.
2. The Tenant shall the full amount in monthly instalments of \$100.00 on or before the first business day of each month commencing on January 2, 2023, until the amount is fully paid.
3. Section 78 of the *Residential Tenancies Act, 2006* applies to this order. If the Tenant fails to comply with paragraph 2 of this order, the Landlord may, without notice to the Tenant, apply to the Board for an order terminating the tenancy and evicting the Tenant. The Landlord must make this application no later than 30 days after the Tenant fails to comply.
4. The balance owing under paragraph 2 of this order shall become payable on the day following the date of default. The monies owing shall bear interest at the post-judgment interest rate determined under subsection 207(7) of the Act (4.00%).

**December 12, 2022**

**Date Issued**

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Egya Sangmuah

Vice Chair, Landlord and Tenant Board

Central-RO  
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Mississauga ON L4Z2G5

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

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