



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

**Citation:** Dincov v Waugh, 2022 ONLTB 11828

**Date:** 2022-11-16

**File Number:** LTB-L-034387-22

**In the matter of:** 2, 56 VICTORIA AVE S  
HAMILTON ON L8N2S7

**Between:** Vasile (Bill) Dincov Landlord

**And**

Cynthia Waugh Tenants  
Selena Waugh

Vasile (Bill) Dincov (the 'Landlord') applied for an order to terminate the tenancy and evict Cynthia Waugh and Selena Waugh (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises.

The Landlord also applied for an order requiring 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.

This application was heard by videoconference on November 8, 2022. Only the Landlord attended the hearing. As of 2:24pm the Tenants were not present, despite being served with notice of hearing by the Board.

**Determinations:**

- The Landlord's application is based on a single N5 notice of termination served to the Tenants on June 11, 2022 with a termination date of July 1, 2022. The N5 notice alleges that the Tenants have wilfully and/or negligently damaged the rental unit.
- The Tenant were in possession of the rental unit on the date the application was filed.
- As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application.

Landlord's evidence:

- The Landlord testified that on June 9, 2022, a contractor attended the rental unit to conduct repairs on a window and reported to the Landlord that the floors in the unit were heavily damaged and covered in pet feces and urine. The Landlord stated that the

Tenants have 2 dogs and 2 cats in the rental unit. The Landlord submitted into evidence an email from the contractor who witnessed the state of the unit and photographs confirming the findings (LL exhibit #1). Based on the inspection, the estimated costs to repair the flooring was \$5,000.00 as the pet urine had soaked underneath and into the subflooring.

5. On June 19, 2022 the Landlord inspected the rental unit and found that the unit was in the same condition as the June 9<sup>th</sup> inspection. The Landlord entered into evidence photographs from the June 19<sup>th</sup> inspection (LL exhibit #2).
6. The Landlord has since had a contractor inspect the condition of the flooring and stated that it would costs approximately \$14,499.55 to repair the floors, baseboards and subflooring in the rental unit.

### Analysis:

7. Based on the uncontested evidence of the Landlord, I am satisfied on a balance of probabilities that the Tenants have wilfully and/or negligently damaged the flooring of the rental unit pursuant to section 62(1) of the Act by neglecting to clean their pets' feces and/or urine from the floors and by failing to control their pets from urinating or defecating inside the rental unit and on the floor. The Landlord's evidence was also supported by photographs and email correspondence from contractors who attended the rental unit.
8. I am also satisfied that the Tenants have failed to void the N5 notice pursuant to section 62(3) of the Act by paying to the Landlord the estimate amount of repairs (\$5,000.00) or by repairing the flooring on or before June 18, 2022, which is seven days after the N5 notice was served.
9. I am also satisfied based on the uncontested evidence that the Landlord has or will incur costs in the amount of \$14,499.55 by repairing and/or replacing the flooring in the rental unit, including the subflooring. The Tenants will be ordered to reimburse the Landlord the costs to repair and/or replace the damaged property pursuant to section 89(1) of the Act.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

### **Relief from eviction:**

11. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
12. The Tenants were not present at the hearing to dispute the Landlord's allegations and further were not present propose an alternative to eviction or give evidence that the conduct would be corrected going forward. As such, I will grant the Landlord's request for termination of tenancy.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before November 27, 2022.
2. If the unit is not vacated on or before November 27, 2022, then starting November 28, 2022, 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 November 28, 2022.
4. The Tenants shall pay to the Landlord \$14,499.55, which represents the reasonable costs of repairing the damage and/or replacing the damaged property.
5. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenants do not pay the Landlord the full amount owing on or before November 27, 2022, the Tenants will start to owe interest. This will be simple interest calculated from November 28, 2022 at 4.00% annually on the balance outstanding.

**November 16, 2022**

**Date Issued**

\_\_\_\_\_  
Fabio Quattrociocchi  
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 May 28, 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.