



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

Citation: Mehta v Montequé, 2022 ONLTB 9443

Date: 2022-10-25

File Number: LTB-L-025434-22

In the matter of: ENTIRE HOUSE, 60 TOTTEN DR
BRAMPTON ON L6R0P4

Between: Dinesh Mehta Landlords
Yashoda Mehta

And

Alisa Montequé Tenants
Mark Cummings

Dinesh Mehta and Yashoda Mehta (the 'Landlords') applied for an order to terminate the tenancy and evict Alisa Montequé and Mark Cummings (the 'Tenants') 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 Tenants to pay the Landlord's reasonable out-of-pocket costs the Landlords have incurred or will incur to repair or replace undue damage to property.

This application was heard by videoconference on October 6, 2022. Only the Landlords attended the hearing. As of 9:35am, the Tenants were 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 Tenants on April 18, 2022 with a termination date of April 30, 2022. The Landlord's application also claims damages pursuant to section 89 (1) of the *Residential Tenancies Act, 2006* (the Act).
2. The Tenants were in possession of the rental unit when the application was filed but vacated on June 15, 2022. As such, I will only be considering the Landlord's claim for compensation for damages.
3. Section 89(1)(a) of the Act states.

89 (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay reasonable costs that the landlord has incurred or will incur for the repair of or, where repairing is not reasonable, the replacement of damaged property if,

- (a) while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant, another occupant of the rental unit or a person permitted.
4. The Landlord's application claims a total of \$24,530.00 in damages to the rental unit. At the hearing the Landlords stated that they are now seeking approximately \$117,000.00 in compensation for damages and that additional damages were discovered when the Tenants vacated the rental unit.
5. Rule 15 of the Board's rules of procedure speak to the amendment of applications and state in part:
- 15.1.** A request to amend an application before the hearing must be.
- a. In writing
b. served with the amended application to all other parties; and
c. filed with LTB with the amended application and a completed Certificate of Service.
6. The Landlords did not file a request to amend the L2 application prior to the hearing, nor did they serve any amended application on the Tenants prior to the hearing. As the Landlords did not comply with Rule 15.1, I denied the request to amend the application at the hearing and as such, only proceeded to hear the Landlord's claim for \$24,530.00 in damages to the rental unit as plead on the application.

Landlord's evidence:

7. The Landlord Dinesh Mehta provided oral testimony at the hearing. The Landlord testified that the Tenants moved into the rental unit on or about February 2020 and that the rental unit was newly renovated upon move in. The Landlords submitted into evidence photographs showing the state of the rental unit at the commencement of the tenancy (LL exhibit #1).
8. On or about June 1, 2021 a fire occurred in the laundry room of the rental unit. The Landlord stated that the fire occurred due to the Tenants not removing and/or cleaning the lint filter in the dryer. The fire caused damages to the dryer and walls of the rental unit. The Landlords submitted into evidence photographs of the damages (LL exhibit #2).
9. On or about March 13, 2022, the Landlord inspected the rental unit and discovered extensive damages to the rental unit including holes in the walls, doors, stained carpets, damages to the bathtub, sink faucet and bedroom vanity. The Landlords submitted into evidence photographs to support the damages (LL exhibit #3) and an invoice in the amount of \$24,530.00 to conduct the repairs to the rental unit (LL exhibit #4).

Analysis:

10. Based on the uncontested evidence before the Board, I am satisfied that the Tenants have wilfully and/or negligently caused undue damages to the rental unit. I am also satisfied that the Landlords have incurred or will incur costs in the amount of \$24,530.00 to conduct the repairs to the damages caused by the Tenants. The Landlord's evidence was credible, uncontested, and further supported by documentary evidence such as photographs and invoices to support the damages and costs of the required repairs.
11. As such, I find that the Landlord is entitled to reimbursement of reasonable out of pocket expenses in the amount of \$24,530.00, which is the claimed costs to repair and/or replace the damages as plead on the L2 application. The Tenants will also be ordered to pay the Landlord's \$186.00 application filing fee.

It is ordered that:

1. The Tenant shall pay to the Landlord \$24,530.00, which represents the reasonable costs of repairing and/or 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 \$24,716.00.
4. If the Tenant does not pay the Landlord the full amount owing on or before November 5, 2022, the Tenant will start to owe interest. This will be simple interest calculated from November 6, 2022 at 4.00% annually on the balance outstanding.

October 25, 2022**Date Issued**

Fabio Quattrociochi

Member, Landlord and Tenant Board

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