



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

**File Number:** CEL-97614-20

**In the matter of:** BASEMENT, 3417 PALGRAVE RD ROAD W  
MISSISSAUGA ON L5B1V9

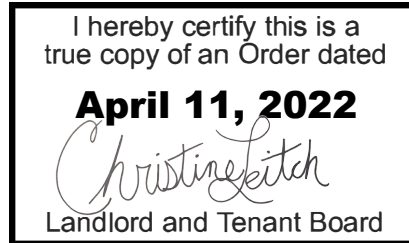
**Between:** Jinosh Joseph

Landlord

**and**

Aaron Duggan

Tenant



Jinosh Joseph (the 'Landlord') applied for an order to terminate the tenancy and evict Aaron Duggan (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 December 9, 2021. Only the Landlord attended the hearing. As of 10:30 a.m. the Tenant was not present or represented although properly served with the notice of this hearing by the Board.

**Determinations:**

1. Throughout the tenancy the Tenant cause substantial damage to the rental unit. The Tenant was in possession of the rental unit when this application was filed but has been evicted since. The Landlord therefore withdrew his request to terminate this tenancy.
2. In some instances it is unclear whether damage was the result of wilful rather or negligent conduct on the part of the Tenant. this distinction is moot in light of the Tenant's return of vacant possession of the rental unit to the Landlord after he was evicted. While termination of the tenancy under paragraph (a) of subsection 63(1) of the Act requires that the Landlord prove wilful damage, his request for compensation in the L2 Application pursuant to subsection 89(1) of the Act does not distinguish between wilful and negligent damage.
3. I find that the Tenant, an occupant of the rental unit or a person permitted in the residential complex by the Tenants have wilfully or negligently caused undue damage to the rental unit. The Landlord established that the following damage was caused by the Tenant's wilful or negligent conduct: broken glass, broken door and door frame for an outside door, removed laminate floor, damaged/damaged door to the furnace room.

4. The Landlord will incur costs of \$4,000.00 to repair the damage or to replace property that was damaged and cannot be reasonably repaired. The Landlord substantiated this amount by providing an item-by-item breakdown of what he was told the cost of repairs will be.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$4,000.00, which represents the reasonable costs of repairing the damage 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. If the Tenant does not pay the Landlord the full amount owing on or before April 22, 2022, the Tenant will start to owe interest. This will be simple interest calculated from April 23, 2022 at 2.00% annually on the balance outstanding.

**April 11, 2022**  
**Date Issued**



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Vladimir Nikitin  
Member, Landlord and Tenant Board

Central-RO  
3 Robert Speck Pkwy, 5th Floor  
Mississauga ON L4Z2G5

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