



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

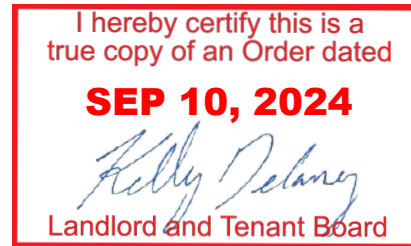
File Number: LTB-L-004693-24

In the matter of: 2109, 80 QUEENS WHARF ROAD
Toronto ON M5V0J3

Between: John Vaz

And

Frances Boonstra



Landlord

Tenant

John Vaz (the 'Landlord') applied for an order to terminate the tenancy and evict Frances Boonstra (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (L1 Application).

The Landlord also applied for an order requiring the Tenant 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. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex (L2 Application).

These applications were heard by videoconference on September 5, 2024, at 09:00 am.

Only the Landlord Representative Yam Enbar and the Landlord attended the hearing.

As of 09:30 am, 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:

L1 Application

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,000.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$65.75. This amount is calculated as follows: \$2,000.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.

6. The rent arrears owing to September 30, 2024, are \$28,000.00.

L2 Application

7. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy.

N5 Notice of termination.

8. On January 18, 2024, the Landlord gave the Tenant an N5 notice of termination deemed served on the same date. The notice of termination contains the following allegations:

- a. On June 9, 2023, the Tenant allowed their dog to urinate in the elevator and entrance of the residential complex. This was observed by security cameras multiple times prior since April 2023. The Landlord incurred \$271.20 in damages as a result;
- b. On September 23 and September 26, 2023, the Tenant allowed their dog to urinate in the elevator and entrance of the residential complex. The Landlord was charged \$542.40 in damages as a result; and
- c. On November 27, 2023, the Tenant allowed their dog to urinate on the area carpet that leads to the exit of the residential complex. Security cameras observed this. The Landlord was charged \$271.20 as a result.

9. The N5 Notice also indicated that the Tenant could void the N5 Notice by paying to the Landlord \$1,084.80 on or before January 25, 2024, or the tenancy would be terminated effective February 14, 2024.

10. The Tenant did not pay the Landlord the reasonable costs to repair the damage or make arrangements satisfactory to the Landlord within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (Act).

11. Specifically, the Landlord testified that the Tenant has not paid the \$1,084.80.

12. The Landlord incurred costs of \$186.00 for filing their applications and is entitled to reimbursement of those costs.

13. The Landlord collected a rent deposit of \$2,000.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.

14. Interest on the rent deposit, in the amount of \$79.86 is owing to the Tenant for the period from February 1, 2023, to September 5, 2024.

15. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Compensation for damages

16. The Tenant wilfully or negligently caused undue damage to the rental unit or residential complex in that they allowed their dog to urinate in the rental complex on several occasions.
17. The Landlord has incurred reasonable costs of \$1,084.80 to repair the damage and is entitled to be reimbursed for those costs.

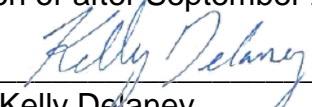
Relief from eviction.

18. 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.
19. Specifically, given the amount of arrears owing, the fact the Tenant has made no attempt to pay the rent or arrears and that they have not compensated the Landlord for the damage they caused, I am satisfied to grant any relief would be prejudicial to the Landlord.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated.
2. The Tenant shall pay to the Landlord \$24,434.89 for arrears of rent up to the hearing date and costs. See Schedule 1 for the calculation of arrears.
3. The Tenant shall also pay to the Landlord \$1,084.80, which represents the reasonable costs of repairing the damage willfully caused by the Tenant.
4. The total amount the Tenant shall pay the Landlord is **\$25,519.69**.
5. Tenant shall also pay the Landlord compensation of \$65.75 per day for the use of the unit starting September 6, 2024 until the date the Tenant moves out of the unit.
6. If the Tenant does not pay the Landlord the full amount owing on or before September 21, 2024, the Tenant will start to owe interest. This will be simple interest calculated from September 22, 2024 at 7.00% annually on the balance outstanding.
7. If the unit is not vacated on or before September 21, 2024, then starting September 22, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 September 22, 2024.

September 10, 2024
Date Issued



Kelly Delaney
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 expires on March 22, 2025 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.

**Schedule 1
SUMMARY OF CALCULATIONS**

A. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$26,328.75
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$2,000.00
Less the amount of the interest on the last month's rent deposit	- \$79.86
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$24,434.89
Plus daily compensation owing for each day of occupation starting September 6, 2024	\$65.75 (per day)