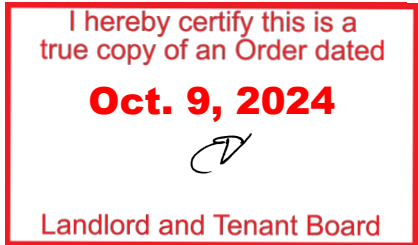




**Order under Section 69 / 88.1 / 89  
Residential Tenancies Act, 2006**

**File Number:** LTB-L-048066-24

**In the matter of:** Room w built-in closet in 2nd floor apt,  
2609 Kingston Road  
Scarborough ON M1M1M1



**Between:** Sunneva Bernhardsdottir

Landlord

**And**

John Gareau

Tenant

Sunneva Bernhardsdottir (the 'Landlord') applied for an order to terminate the tenancy and evict John Gareau (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

Sunneva Bernhardsdottir (the 'Landlord') applied for an order to terminate the tenancy and evict John Gareau (the 'Tenant') because:

- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex involving the production of an illegal drug, the trafficking in an illegal drug or the possession of an illegal drug for the purposes of trafficking;
- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- 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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date. This application was heard by videoconference on September 11, 2024.

Sunneva Bernhardsdottir (the 'Landlord') also applied for an order requiring John Gareau (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.

Sunneva Bernhardsdottir (the 'Landlord') also applied for an order requiring John Gareau (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

Only the Landlord attended the hearing.

As of 9:40 a.m., 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 \$1,250.00.
4. Based on the monthly rent, the daily rent/compensation is \$41.10. This amount is calculated as follows: \$1,250.00 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 \$6,250.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,250.00 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.
9. Interest on the rent deposit, in the amount of \$19.78 is owing to the Tenant for the period from January 25, 2024 to September 11, 2024.

*L2 application*

10. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for daily compensation in the application.
11. On July 16, 2024, the Landlord gave the Tenant N6 and N7 notices of termination.

*The N6 and N7 Notices of Termination*

12. The Landlord claims that the Tenant or an occupant of the rental unit has committed an illegal act involving the possession of an illegal drug for the purposes of trafficking in the rental unit (N6 Notice).
13. The Landlord led insufficient evidence to prove that the Tenant or an occupant of the rental unit has committed an illegal act involving the possession of an illegal drug for the purposes of trafficking in the rental unit, or any other illegal act that would be in contravention of a federal, provincial or municipal law.
14. The N7 Notice contains the following allegations: that the Tenant wilfully caused undue damage to the rental unit and that the Tenant seriously impaired or risked seriously impairing the safety of another person (N7 Notice).

15. The Landlord has not proven that the Tenant has seriously impaired or has risked seriously impairing the safety of another person in the residential complex. The Landlord's evidence was inadequate in this regard.
16. The Landlord did not present any witnesses who might testify to the facts underlying the allegations. It appears that the Landlord operates at least part of the building as an Airbnb. The documentary evidence constitutes hearsay, and the complaints of Airbnb guests speaks more to substantial interference with one's reasonable enjoyment of the residential complex.
17. The Landlord's evidence simply does not rise to the level of seriousness as required by section 66 of the *Residential Tenancies Act, 2006*. Additionally, it is unclear to the Board what part of the building constitutes the residential complex.

#### *Undue Damage*

18. I am satisfied on the balance of probabilities that the Tenant occupies the unit as a tenant under a tenancy agreement. I am also persuaded that the Tenant, an occupant of the rental unit or a person permitted in the residential complex by the Tenant has wilfully caused undue damage to the rental unit by making a 17" x 44" hole in the wall of the unit and by cutting 11 slits in the staircase wall.
19. The Tenant has not repaired the damage to date.
20. 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.
21. Since the L2 application is granted and termination of the tenancy shall be ordered, the L1 application is converted to an order for arrears only.

#### *Compensation for damages*

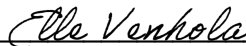
22. The Landlord has not proven the reasonable costs that the Landlord has incurred or will incur as a result of the damage.
23. There was no evidence at all of the cost, except for the Landlord's unsubstantiated claim that it would likely cost much more than \$28,000.00. For example, there was no detailed assessment of the damage, no estimate to repair, no invoice for repairs, or other documentation to support the Landlords' evidence about the cost of repairs.
25. The Landlord's claim for compensation for damage must therefore be dismissed.

#### **It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before October 20, 2024.
2. If the unit is not vacated on or before October 20, 2024, then starting October 21, 2024, 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 October 21, 2024.

4. The Tenant shall pay to the Landlord \$5,452.10, which represents the amount of rent owing and compensation for the use of the unit to September 11, 2024.
5. The Tenant shall also pay the Landlord compensation of \$41.10 per day for the use of the unit starting September 12, 2024 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes \$1,269.78 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
8. The total amount the Tenant owes the Landlord is \$4,368.32.
9. If the Tenant does not pay the Landlord the full amount owing on or before October 20, 2024, the Tenant will start to owe interest. This will be simple interest calculated from October 21, 2024 at 6.00% annually on the balance outstanding.

**October 9, 2024**  
**Date Issued**

  
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Elle Venhola  
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 April 7, 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.