



I hereby certify this is a true copy of an Order dated  
**SEP 29, 2023**  
*[Signature]*  
Landlord and Tenant Board

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

**Citation:** Redhill Tower v Bristol, 2023 ONLTB 64445

**Date:** 2023-09-29

**File Number:** LTB-L-018610-22

**In the matter of:** 303, 355 MELVIN AVE  
HAMILTON ON L8H2K9

**Between:** Redhill Tower Landlord

**And**

Belynda Bristol Tenant

Redhill Tower (the 'Landlord') applied for an order to terminate the tenancy and evict Belynda Bristol (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Redhill Tower (the 'Landlord') also applied for an order requiring Belynda Bristol (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.

This application was heard by videoconference on August 10, 2023. Only the Landlord's representative Joey Kay attended the hearing.

As of 10:11 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:**

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for out-of-pocket costs the Landlord has incurred 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.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on March 31, 2022.
4. While the Landlord sought daily compensation for the use and occupation of the rental unit for the period after the date of termination in the N5 notice and ongoing, the Tenant vacated the rental unit pursuant to the notice of termination on March 31, 2022 as such the claim for compensation is moot.
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for damages

6. The Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex. A move out inspection was conducted on March 11, 2022, in which several damage items were identified. Specifically, damaged to: multiple doors throughout the unit, light fixtures, parquet flooring (damaged and missing segments), kitchen counters, torn screen door, missing fire alarm, and dark painted walls in the bedroom.
7. The N5 notice claims \$2,000.00 in undue damage, as is also included as a section 89 claim for undue damage in the L2 application.
8. Photos of the move out inspection were rendered into the Board's record depicting, damage to all fixtures as noted in the Landlord's N5 notice. In support of the repairs multiple invoices with were entered as exhibits from H&S Building Supplies Ltd. and Sherwin-Williams as connected to the replacement of fixtures purchased by the Landlord to repair or replace the damage and repaint the rental unit.
9. The invoices as rendered by the Landlord total approximately \$4,500.00, well over the \$2,000.00 as outlined in the N5 notice to the Tenant.
10. Based on the uncontested testimony and evidence provided for the L2 application (and underlying N5 notice and section 89 damage), I find the Tenant, or someone who was permitted into the rental unit by the Tenant, has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant, and has negligently or wilfully caused undue damage to the rental unit. Further, I find the Tenant did not void the N5 Notice within the seven-day period provided for under subsection 64(3) of the Residential Tenancies Act, 2006 (the 'Act').
11. Also based on the uncontested testimony and evidence provided, I also find the Tenant has wilfully or negligently caused damage to the rental unit and/or the residential complex. Here again, I find the Tenant did not void the N5 Notice within the seven-day period provided for under subsection 62(3) of the Act.

12. The Landlord has incurred reasonable costs of \$2,000.00 to repair the damage and or replace property that was damaged and cannot be repaired, an order will be issued accordingly.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated as of March 31, 2022, the day the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$2,000.00, which represents the reasonable costs of repairing the damage and replacing the damaged property.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenant owes the Landlord is \$2,186.00.
5. If the Tenant does not pay the Landlord the full amount owing on or before October 10, 2023, the Tenant will start to owe interest. This will be simple interest calculated from October 11, 2023 at 6.00% annually on the balance outstanding.

**September 29, 2023**  
**Date Issued**

  
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Alicia Johnson  
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.

