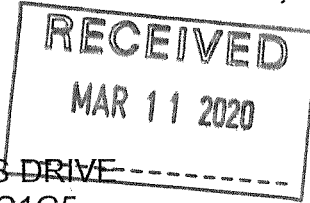




MT

Order under Section 69
Residential Tenancies Act, 2006



File Number: TSL-11195-19

In the matter of: 309, 32 ST DENNIS DRIVE
TORONTO ON M3C1G5

Between: 30-32-34 St Dennis Drive Ltd C/o Briarlane Rental Landlord
Property Managementinc (Name of Document)

(Signature of Staff Member)

and



MAR 06 2020

Landlord and Tenant Board

Tenant

30-32-34 St Dennis Drive Ltd C/o Briarlane Rental Property Managementinc (the 'Landlord') applied for an order to terminate the tenancy and evict [REDACTED] (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; and 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. The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard in Toronto on January 16, 2020.

Only the Landlord's representative M. Talvan and the Landlord's legal representative D. Ciobotaru attended the hearing.

Determinations:

1. On October 25, 2019, the Landlord served the Tenant with an N5 notice of termination ('N5 notice') on the grounds of undue damage and substantial interference. The N5 notice alleges that the Tenant has wilfully or negligently damaged the lower kitchen cabinet doors and drawer faces as well as the kitchen counter top. The N5 notice gives the Tenant an opportunity to void the notice by refraining from the interfering conduct and by paying \$1,921.00 for the cost of repairing the damage.
2. The Landlord's representative submitted an invoice showing that the cost to repair the damage was \$988.75.
3. Because the amount given on the N5 notice to void the notice is substantially higher than the amount that the repair actually cost, I find this part of the N5 notice to be invalid. To

find otherwise would be to allow landlords to inflate the cost of repairs on a voidable N5 notice in order to render it non-voidable.

4. The Landlord gave no evidence that the Tenant substantially interfered with anyone's reasonable enjoyment of the property during the voiding period and so I find that this part of the N5 notice was voided.
5. Because the damage portion of the N5 notice is invalid and the substantial interference portion of the N5 notice was voided, there will be no order terminating the tenancy.
6. In its application the Landlord claims compensation in the amount of \$1,921.00 for the cost to repair undue damage in the rental unit.
7. At the hearing the Landlord's representative submitted a move-in inspection sheet showing that everything in the unit was in good condition in April 2014 when the Tenant moved in.
8. The Landlord's representative submitted photographs showing damage to lower kitchen cabinets, kitchen drawers, and the kitchen counter. The photographs show damage that is greater than that which would be caused by ordinary wear and tear.
9. Based on the Landlord's uncontested evidence, I find, on a balance of probabilities, that the Tenant caused undue damage to the rental unit. Further, based on the invoice, I find that the cost to repair this damage is \$988.75. This is a reasonable cost for these repairs.

It is ordered that:

1. The Tenant shall pay to the Landlord \$988.75, which represents the reasonable costs of repairing the damage.
2. The Tenant shall also pay to the Landlord \$175.00 for the cost of filing the application.
3. The total amount owed by the Tenant is \$1,163.75.
4. If the Tenant does not pay the Landlord the full amount owing on or before March 17, 2020, the Tenant will start to owe interest. This will be simple interest calculated from March 18, 2020 at 3.00% annually on the balance outstanding.

March 6, 2020
Date Issued


Renée Lang
Member, Landlord and Tenant Board

Toronto South-RO
15 Grosvenor Street, 1st 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 the matter of: 309, 32 ST DENNIS DRIVE
TORONTO ON M3C1G5

I hereby certify this is a true copy of the Order
(Name of Document)
(Vangle Mata)
(Signature of Staff Member)

Between: 30-32-34 St Dennis Drive Ltd C/O Briarlane Rental
Property Management Inc

Landlord

JUL 22 2020

and

LANDLORD AND TENANT BOARD

Tenant

Review Order

30-32-34 St Dennis Drive Ltd C/O Briarlane Rental Property Management Inc (the 'Landlord') applied for an order to terminate the tenancy and evict [REDACTED] (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; and 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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was resolved by order TSL-11195-19 issued on March 6, 2020.

On July 16, 2020, the Tenant requested a review of the order and that the order be stayed until the request to review is resolved.

The Tenant alleged that he was not reasonably able to participate in the proceedings.

A preliminary review of the review request was completed without a hearing.

Determinations:

1. The Tenant alleges that he was not reasonably able to participate in the hearing on January 16, 2020. However, the Tenant's request failed to provide any explanation or details as to why the Tenant was not reasonably able to participate in the hearing. The review request solely addresses the reason for the delay in seeking a review.

3. Pursuant to the Board's Rules of Procedure, Rule 26.8(e) a review request must contain sufficient detail to support at least a preliminary finding that there may be a serious error in the order or that the Tenant may not have been reasonably able to participate in the hearing. The Tenant's submissions fail to meet this requirement.
4. In the review request the Tenant does not allege that he did not receive the Notice of Hearing mailed by the Board to his address on November 8, 2019, nor does he provide information as to why he failed to attend at the hearing on January 16, 2020.
5. The Board mailed the Notice of Hearing to the Tenant on November 8, 2019, he has made no allegation that it was not sent to his correct address or was not received, nor has he asserted that he was having problems with his mail in November 2019. Further, the Notice of Hearing has not been returned to the Board by Canada Post as undeliverable. In accordance with subsection 191(3) of the *Residential Tenancies Act*, 2006, S.O. 2006, c.17 ('Act'), mailed documents are deemed received five days after mailing; the Notice of Hearing is therefore deemed to have been received by the Tenant on November 13, 2019.
6. The Tenant's request solely addresses the reason for his delay in seeking a request for review of the March 6, 2020 order. The review asserts that the Tenant did not receive the final order, due to "missing mail", for which he filed complaints about with both Canada Post and the Landlord on March 28, 2020.
7. The Board's records indicate that the Tenant contacted the Board on May 1, 2020 and a copy of the March 6, 2020 Board order was mailed to him. There is no assertion that the Tenant did not receive the order mailed to him on May 1, 2020. The Tenant subsequently filed his review request with the Board on July 16, 2020. No information or explanation is provided by the Tenant regarding his inability to attend the original hearing in January 2020.
8. As there are no reasons provided as to why the Tenant was not reasonably able to participate in the proceedings, I am not satisfied that the Tenant did not receive the Notice of the Hearing or that he was unable to attend at the hearing.
9. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order or that a serious error occurred in the proceedings. The review request is denied in accordance with Rule 26.9 of the Board's Rules of Practice because the grounds for considering a review are not satisfied.

is confirmed and remains unchanged.



July 22, 2020
Date Issued

Nicola Mulima
Member, Landlord and Tenant Board

Toronto South-RO
15 Grosvenor Street, 1st 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.

Tel: 416-742-1150

Fax: 416-742-2340

Sold To: DAMIS PROPERTIES INC. C/O BRIARLANE
85 SPY COURT, STE. 100
MARKHAM, ON L3R 4Z4

Job Address:

32 ST. DENNIS DRIVE

Customer Order #	Date of Work	Terms Code
WO 255160	12/8/2020	Net30

Description/Comments

Unit 309 - Kitchen and bathroom basin drains are leaking. Checked kitchen and found plumbing not leaking. Did find countertop damaged due to water. Counter needs to be replaced. Found basin faucet loose to basin.

Tightened to repair.

LABOUR

52.00

Copy taken
for follow up

g/h

Dec 18/20

OCC

H.S.T./G.S.T. # 10623 1194

Remit To:
GMC Plumbing & Heating

Subtotal before taxes	52.00
HST Total	6.76
Amount due	58.76

ALL CLAIMS MUST BE MADE WITHIN 48 HOURS
AN INTEREST CHARGE OF 2% (24% PER ANNUM) IS APPLIED ON ALL ACCOUNTS OVER 30 DAYS OLD.

Sold To: DAMIS PROPERTIES INC. C/O BRIARLANE
85 SPY COURT, STE. 100
MARKHAM, ON L3R 4Z4

Job Address:

32 ST. DENNIS DRIVE

Customer Order #	Date of Work	Terms Code
WO 225540	4/8/2020	Net30

Description/Comments

#309 - Leaking kitchen sink and drain. Leaking basin drain and sink is loose on wall. Found that the kitchen faucet was leaking from the body of the faucet. Also found the hot shut off valve for the kitchen sink was leaking from its packing nut.

Tightened packing nut and stopped the dripping. Replaced the kitchen faucet and installed a structural support plate. Filled sinks up for kitchen sink and tested drains. They are okay.

Found basin sink very loose on the wall and P-Trap was connected properly as a result. Removed bathroom mirror and installed extra support behind bathroom wall for wall hung sink.

Installed new P-Trap and replaced the worn out hot and cold spindle for the basin faucet. Siliconed sink to wall. Installed bracket for wall hung sink very firmly to wall. Sink is okay now.

Qing
MATERIAL
LABOUR

Apr 24/20
296.53
312.00

OCC

H.S.T./G.S.T. # 10623 1194

Remit To:
GMC Plumbing & Heating

Subtotal before taxes	608.53
HST Total	79.11
Amount due	687.64

ALL CLAIMS MUST BE MADE WITHIN 48 HOURS
AN INTEREST CHARGE OF 2% (24% PER ANNUM) IS APPLIED ON ALL ACCOUNTS OVER 30 DAYS OLD.

To
Deca Contracting Ltd.
63 Northbrook Rd.
Toronto, ON M4J 4G2
Office (416) 919-4101x
FAX (416) 466-8017x

Date Completed: 01/14/2020 01:54 PM
Brief Desc: S/I kitchen Countertop

Job Site: da032/309
32 St. Dennis Drive
Toronto, ON M3C 1G5

Caller Name: Benjamin

Caller Phone:
Occupant:
Office

Ok to enter? YES
Category: Repair and Maint

SubCategory: Insuite

Access Notes: OK

Problem Description: S/I kitchen Countertop
S/I lower kitchen cabinet 3-doors
S/I kitchen drawer's faces
Install kitchen sink and faucet/supply lines and plumbing works

Parts & Labor

Quantity/ Hours	Item Type/ Employee Name	Description	Unit Price	Total
1.0000		carpentry	853.15	853.15
1.0000		plumbing	135.60	135.60
			Total	988.75

Authorized by:
Signed by
Dated
Invoice No.

Invoice

Sold To:

Damis Properties Inc.
c/o Briarlane Rental Property Management
30/32/34 St. Dennis

Invoice Number 94426
Date 2020-01-15
W.O./ P.O. No. 215728

Terms Net 30

Qty	Description	U/M	Unit Price	Total
1	#309			
1	S/I countertop	ln/ft	295.00	295.00
1	S/I new 3 kitchen lower doors and drawer faces and adjust drawer cabinet	ea	460.00	460.00
1	Install sink & faucet	ea	120.00	120.00
	Supply & Install all plumbing materials			
	HST (ON) on sales		13.00%	113.75

Copy taken to tenant's file C/B to tenant

mm Feb 3, 2020

OCC

GST/HST No. 769071531

Sub-Total	\$875.00
Sales Tax Total	\$113.75
Total	\$988.75

If you need further information regarding this invoice, please contact me at 416-919-4101

Invoice

Sold To:

Damis Properties Inc.
c/o Briarlane Rental Property Management
30/32/34 St. Dennis

Invoice Number 94424
Date 2020-01-15
W.O./P.O. No. 215444

Terms Net 30

Qty	Description	U/M	Unit Price	Total
1	#309- remove and dispose old Install sink & faucet-wall mounted bathroom sink Supply & Install all plumbing connections HST (ON) on sales	ea	180.00	180.00
			13.00%	23.40
Copy taken to tenant's file ENTERED FEB 10 2020 mmr Feb 3, 2020 OCC				
Sub-Total				\$180.00
Sales Tax Total				\$23.40
Total				\$203.40

GST/HST No. 769071531

If you need further information regarding this invoice, please contact me at 416-919-4101

Sold To:

Damis Properties Inc.
c/o Briarlane Rental Property Management
30/32/34 St. Dennis

Invoice Number 93873R
Date 2020-07-29
W.O./P.O. No. 236725

Terms Net 30

Qty	Description	U/M	Unit Price	Total
50	32 - # 309 Repair floors HST (ON) on sales	sqft	4.50 13.00%	225.00 29.25
Sub-Total				\$225.00
Sales Tax Total				\$29.25
Total				\$254.25

GST/HST No. 769071531

If you need further information regarding this invoice, please contact me at 416-919-4101