

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

**File Number:** TSL-41574-13

R.M. (the 'Landlord') applied for an order to terminate the tenancy and evict W S. (the 'Tenant') because he, another occupant of the rental unit or someone he 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 he, another occupant of the rental unit or someone he permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord in a residential complex that has three or fewer residential units (L2 Application).

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because the Tenant entered into an agreement to terminate the tenancy (L3 Application).

This application was heard in Toronto on July 3, 2013.

The Landlord and the Tenant attended the hearing.

**Determinations:**

L2 Application:

1. The Tenant vacated the rental unit on June 28, 2013, after being served with a Notice of Termination for serious interference (Form N7). The only issue to be determined by the Board is whether the Tenant caused damage to the rental unit and/or residential complex.
2. The Landlord submitted that the Tenant smoked in the rental unit, despite an agreement that he would not do so. The smoke travelled through the air vents into the upper floors, which is Landlord's home, and seeped into the Landlord's carpets and upholstered furniture. The Landlord must steam clean the carpets and the furniture to rid them of the smell of smoke. The Landlord must also repaint the rental unit. The total cost claimed by the Landlord for the cleaning and repaint is \$300.00.
3. The Tenant denied smoking inside the residential complex. However, the Landlord's testimony was supported by photographs taken in April 2013.
4. Based on the evidence before me, I find that it is more likely than not that the Tenant smoked in the rental unit, and that the Tenants' smoking caused damage as claimed by the Landlord. I find that the cost of cleaning and painting as submitted by the Landlord, is reasonable. Accordingly the Landlord shall be awarded those costs.

L3 Application:

5. As the Tenant vacated the rental unit, the L3 Application is moot.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated effective June 28, 2013.
2. The Tenant shall pay to the Landlord \$300.00, which represents the reasonable costs for repairing the damage.
3. The Tenant shall also pay to the Landlord \$170.00 for the cost of filing the application.
4. The total amount the Tenant shall pay to the Landlord is \$470.00.
5. If the Tenant does not pay the Landlord the full amount owing on or before August 3, 2013, he will start to owe interest. This will be simple interest calculated from August 4, 2013 at 3.00% annually on the balance outstanding.

**July 23, 2013**  
**Date Issued**

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Jana Rozehnal  
Member, Landlord and Tenant Board

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