

REASONS

In the matter of: , 99 EAST AVE SO
HAMILTON ON L8L2T6

Between: Agostino Cerino Landlord

and

Tenants

Reasons to Order SOL-19372-11 issued on October 14, 2011 by Jonelle Van Delft.

1. The Tenants do not dispute that they owe the rent as listed on the application but feel that they should be awarded some compensation for the Landlord's failure to adequately address the bed bug infestation in their unit and for his refusal to address their repair requests. The unit has since been treated professionally by the Landlord but only after he tried a self help remedy without success.
2. Although the Landlord tried the self help remedy without success, I am satisfied the Landlord has responded to the bed bug infestation in a prompt and reasonable manner. While the Landlord may not have treated the Tenants' unit until they complained to him, I am not convinced the Landlord is obligated by statute to treat the entire complex for bed bugs when only one unit reports a problem. Instead, the Landlord is obligated to respond to complaints which in the case of bed bugs he did.
3. The Landlord denies that he does not address repair issues raised by these Tenants promptly. He testified to a number of different occasions that he has made repairs in the Tenants' unit.
4. The female Tenant in this rental unit was very emotional during the course of the proceedings. It was difficult for me to determine whether the issues she raised were issues that had been previously raised with the Landlord. Her testimony at times was vague and I was not able to determine whether she was credible or whether she was exaggerating. Although there are many photographs they appear to represent the same breaches from several different angles. I find implausible that the Landlord would complete certain repairs and then refuse to accept the Tenants letter about maintenance. It is equally plausible that the Tenants prepared these statements prior to the hearing and did not previously offer these letters to the Landlord. I did not find the testimony of the Tenant's witnesses provided me with any clarity. The Landlord was also vague and

testified about repairs that he had completed without directly speaking to the list of repairs raised by the Tenants. He also entered photographs to support the proposition that the Tenants are both exaggerating as well as interfering with his abilities by leaving the side yard in a mess and breaking windows.

5. Accordingly, I am ordering the Landlord to complete an inspection of the rental unit and complete necessary repairs and ensure that the unit is in compliance with municipal standards. If the Landlord fails to complete the work set out in this order, the Tenants' remedy is to telephone the local Property Standards department for an inspection of the rental unit and if there is a breach of municipal standards the Landlord will be issued an order of compliance.
6. I am not ordering an abatement of rent at this time because the Tenants did not prove their case on a balance of probabilities.

October 18, 2011

Date Issued

Jonelle Van Delft

Member, Landlord and Tenant Board

Southern-RO
119 King Street West, 6th Floor
Hamilton ON L8P4Y7

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on April 26, 2012 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.

Order under Section 69
Residential Tenancies Act, 2006

File Number: SOL-19372-11

In the matter of: 99 EAST AVE SO
HAMILTON ON L8L2T6

Between: Agostino Cerino Landlord

and

Tenants

Agostino Cerino (the 'Landlord') applied for an order to terminate the tenancy and evict
and (the 'Tenants') because the Tenants did not pay the rent that the
Tenants owe.

This application was heard in Hamilton on October 13, 2011. The Landlord and the Tenants
attended the hearing.

The Tenants raised maintenance issues pursuant to section 82 of the *Residential Tenancies Act, 2006*. They submit the Landlord failed to adequately address a bedbug outbreak in the complex, the windows in their unit require replacement, the stove element is not functioning, there is insufficient water pressure, the bathroom flooring is bubbling and the window screens do not fit securely.

Determinations:

1. The Tenants have not paid the total rent they were required to pay for the period from September 1, 2011 to October 31, 2011. Because of the arrears, the Landlord served a Notice of Termination effective September 22, 2011.
2. The Landlord collected a rent deposit of \$950.00 from the Tenants and this deposit is still being held by the Landlord.
3. Interest on the rent deposit is owing to the Tenants for the period from October 1, 2010 to September 22, 2011.
4. 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.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before October 25, 2011.
2. The Tenants shall pay to the Landlord \$417.68*, which represents the amount of rent owing and compensation up to October 14, 2011, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenants shall also pay to the Landlord \$31.23 per day for compensation for the use of the unit starting October 15, 2011 to the date they move out of the unit.
4. The Tenants shall also pay to the Landlord \$170.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlord the full amount owing* on or before October 25, 2011, the Tenants will start to owe interest. This will be simple interest calculated from October 26, 2011 at 3.00% annually on the balance outstanding.
6. If the unit is not vacated on or before October 25, 2011, then starting October 26, 2011, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 26, 2011.
8. If, on or before October 25, 2011, the Tenants pay the amount of \$2,070.00** to the Landlord or to the Board in trust, this order for eviction will be void. This means that the tenancy would not be terminated and the Tenants could remain in the unit. If this payment is not made in full and on time, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. The Tenants may make a motion to the Board under subsection 74(11) of the Act to set aside this order if they pay the amount required under that subsection on or after October 26, 2011 but before the Sheriff gives vacant possession to the Landlord. The Tenants are only entitled to make this motion once during the period of the tenancy agreement with the Landlord.

Order under Section 82 of the *Residential Tenancies Act, 2006*

10. The Landlord shall inspect the water pressure in the building and ensure it meets municipal standards no later than November 5, 2011.
11. The Landlord shall inspect the stove element and ensure that it is in good working order no later than November 5, 2011.
12. The Landlord shall install screens securely to the windows of the second floor of this rental unit on or before November 5, 2011.

13. The Landlord shall ensure the windows and the locking mechanisms are in compliance with the relevant municipal building code.
14. The Landlord shall inspect and ensure the flooring recently installed in the bathroom is not leaking and bubbling again on or before November 5, 2011.

October 18, 2011

Date Issued

Jonelle Van Delft

Member, Landlord and Tenant Board

Southern-RO
119 King Street West, 6th Floor
Hamilton ON L8P4Y7

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 26, 2012 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.

* Refer to section A on the attached Summary of Calculations.

** Refer to section B on the attached Summary of Calculations.