



Order under Section 69
Residential Tenancies Act, 2006

File Number: SWL-52700-21

In the matter of: 11, 5 LINNWOOD AVENUE
CAMBRIDGE ON N1R1V2

Between: 5 Linwood Holdings

Landlord

and

Melville Abraham
Rema Abraham

Tenants

I hereby certify this is a
true copy of an Order dated
SEPT 29 2021 SM
Landlord and Tenant Board

5 Linwood Holdings (the 'Landlord') applied for an order to terminate the tenancy and evict Rema Abraham and Melville Abraham (the 'Tenants') because they or another occupant of the rental unit have committed an illegal act or have carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex; and because they, another occupant of the rental unit or a person the Tenants permitted in the residential complex have seriously impaired the safety of any person. The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard in Passcode: 980 0061 7732# on September 10, 2021. The Landlord's representative Eri Bregu, and the Tenant, Rema Abraham, represented by Barrett Beaudoin, attended the hearing. Also in attendance and testifying for the Landlord were Tracy Koufis and Keith Belrose.

Preliminary Matters:

The Tenants' representative challenged the notices served on the Tenants. Based on the testimony, I find the notices were written, signed and served by employees of the Landlord. The notices are valid notices to terminate the tenancy.

Determinations:

1. The Landlord served two N5 notices, as well as an N6 and an N7 which were related primarily to an incident on May 7, 2021. N The Tenant, Melville Abraham, was arrested and charged with assault with a weapon, uttering threats, and possession of a weapon for dangerous purposes.
2. Tracy Koufis appeared as a representative from the Waterloo Regional Police and read the allegations and charges. Ms. Koufis had no firsthand knowledge of the incident. This

evidence is accepted as the police officer's version of what transpired on May 7th when the police responded to a 911 call.

3. Keith Belrose testified for the Landlord. Mr. Belrose testified that he was the victim of the assault. Mr. Belrose was cutting the grass at the Tenant's unit when the Tenant came out and threatened him to stop. Mr. Belrose left the scene. Later that same day the Tenant came with his lawnmower to Mr. Belrose's unit and began to cut the lawn. The Tenant was aggressive during this interaction. Eventually leaving the scene, Mr. Belrose testified that the Tenant returned with what is described in the police report as a 36-inch machete. The machete was held a couple of inches from Mr. Belrose's face. Mr. Belrose's wife, Liz Thomas called 911 when she saw the incident occur.
4. Under questioning by the Tenants' representative, the police report was confirmed by the Tenant. The Tenants' representative points to a discrepancy between the statement that states Ms. Thomas was in the backyard as opposed to her testimony she was in the front yard as inconsistent. I find this discrepancy does not negate the testimony from the witness.
5. The Tenant's representative submits on behalf of his clients that the Tenant did not approach Mr. Belrose with a machete and threaten him.
6. Based on the testimony, Ms. Thomas calling 911, and the police charging the Tenant, I find on a balance of probabilities, that the allegations as set out in the N6 and N7 notices occurred. As such, I find Mr. Abraham has committed an illegal act in the residential complex and has seriously impaired the safety of other persons in the residential complex.
7. The N5 notices describe aggressive behaviour by Mr. Abraham toward others in the residential complex, as well as unpaid water bills for which the cost will be added to the Landlord's property tax bill, parking in another tenant's parking spot, putting appliances in the backyard which caused them to be damaged, and not allowing contractors to perform work in the Tenants' unit.
8. The Tenant's defence is that the Tenants have been harassed since the day they moved into the complex. The Tenants' representative points to text messages as well as a Property Standards report to show that there are maintenance issues the Landlord has not dealt with.
9. I find, based on the testimony and evidence, that the Tenants have behaved aggressively toward other tenants as well as the Landlord's staff. The submissions from the Tenants' representative show that the Tenants do not believe that the people involved in this incident or who have served notices on the Tenants work for the Landlord.
10. The Landlord collected a rent deposit of \$1,695.00 from the Tenants and this deposit is still being held by the Landlord.
11. Interest on the rent deposit is owing to the Tenants for the period from June 22, 2020 to July 26, 2021.

12. The Tenants did not request a delay of terminating the tenancy if the tenancy is terminated.
13. The Tenant, Melville Abraham, threatened another tenant with a machete. The Tenants have also failed to pay the water bill and have acted aggressively toward other tenants and the Landlord's staff. I find this behaviour has substantially interfered with the Landlord's and other tenants' reasonable enjoyment and lawful rights and privileges.
14. 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, as of October 4, 2021. The Tenants must move out of the rental unit on or before October 4, 2021.
2. The Tenants shall pay to the Landlord \$1,925.61, which represents compensation for the use of the unit from July 27, 2021 to September 29, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenants shall also pay to the Landlord \$55.73 per day for compensation for the use of the unit from September 30, 2021 to the date they move out of the unit.
4. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlord the full amount owing on or before October 4, 2021, they will start to owe interest. This will be simple interest calculated from October 5, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before October 4, 2021, then starting October 5, 2021, 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 5, 2021. The Sheriff is requested to expedite the enforcement of this order.



September 29, 2021
Date Issued

Greg Joy
Member, Landlord and Tenant Board

South West-RO
150 Dufferin Avenue, Suite 400, 4th Floor
London ON N6A5N6

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 5, 2022 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.