




I hereby certify this is a true copy of an Order dated
APR 17, 2024

Landlord and Tenant Board

**Order under Sections 69 / 88.2
Residential Tenancies Act, 2006**

Citation: Konkova v Tomlinson, 2024 ONLTB 27713

Date: 2024-04-17

File Number: LTB-L-084927-23

In the matter of: 465 LAKE DR S
KESWICK ON L4P1R2

Between: Tatiana Konkova Landlord

And

Jake Peter Tomlinson Tenant

Tatiana Konkova (the 'Landlord') applied for an order to terminate the tenancy and evict Jake Peter Tomlinson (the 'Tenant') because the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex; and the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises.

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

This application was heard by videoconference on April 10, 2024.

The Landlord, the Landlord's Legal Representative, Nathan Korenberg, and the Landlord's witness, Susi Nichols, attended the hearing.

As of 9:33 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 termination of the tenancy. Therefore, the Tenant must move out of the rental unit on or before **April 22, 2024**.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N7 Notice of Termination

3. On October 12, 2023, the Landlord gave the Tenant an N7 notice of termination. The notice of termination contains the allegations of serious impairment of safety of another person in the residential complex as well as wilfully causing damage to the residential complex.
4. The Tenant moved into the rental unit April 20, 2023.
5. The Landlord's witness, who lives downstairs from the Tenant testified to the Tenant's behaviour since moving into the rental unit.
6. Some of the incidents that involved the Tenant were:
 - April 20, 2023 - Tenant turned off the heat in the building causing the tenant in the downstairs unit to freeze, downstairs tenant suffered health consequences as a result;
 - May 5, 2023 – Tenant turned down thermostat to 14.9 degrees again negatively affecting downstairs tenant;
 - May 23, 2023 – Tenant turned off heat completely and temperature in downstairs unit could not go above 15.7 degrees even though outside temperature was only 7.3 degrees. Downstairs tenant tried many times to get Tenant to turn on heat but Tenant refused;
 - May 2023 long weekend – Tenant chopped down live trees in backyard, without Landlord's permission, and proceeded to have a large bonfire with caused a lot of smoke and a dangerous 10 foot high fire. The fire took place between 10:30 pm and 2 am causing damage and loud noises which affected the other tenants and neighbours alike;
 - June 6, 2023 – Tenant had another fire in the backyard and instead of using the kindling and firewood available, the Tenant hacked branches off of living trees, destroying Landlord's property again;
 - (June 7, 2023 – Town of Georgina issues fire ban on all outdoor burning)
 - June 18, 2023 – Tenant decides to build own fire pit in front yard this time, only a few feet from deck and vehicles, and proceeded to chop plants in the front yard for kindling. Fire Department was called as fire ban was still in effect. Fines were threatened if Tenant did it again.

There were 9 more incidents involving the Tenant and his behaviour between July and October 2023 contained in the N7 Notice of Termination. Most of these incidents also involved damages, affecting the well-being of the downstairs tenant, as well as another fire incident in October.
7. The Landlord's Legal Representative explained that the Tenant has been a menace since the day he moved in and requested an expedited eviction from the Board as a result of the Tenant's constant and continuous impairment of safety of others and the wilful damage of the Landlord's property.

Relief from eviction

8. 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.
9. The Tenant's disregard for the safety of other tenants and neighbours as well as the wilful damage to property warrants an end of this tenancy as soon as possible.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before **April 22, 2024**.
2. If the unit is not vacated on or before April 22, 2024, then starting April 23, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 April 23, 2024. **The Sheriff is requested to expedite the enforcement of this order.**
4. The Tenant shall pay to the Landlord **\$186.00** for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before April 22, 2024, the Tenant will start to owe interest. This will be simple interest calculated from April 23, 2024, at 7.00% annually on the balance outstanding.

April 17, 2024
Date Issued

Michael Di Salle

Michael Di Salle
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on October 23, 2024 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.