



**Order under Sections 31, 69 and 100  
Residential Tenancies Act, 2006**

**Citation:** Seward (frudd) v Pollock, 2024 ONLTB 32761

**Date:** 2024-05-06

**File Number:** LTB-L-013110-24

LTB-L-013095-24

LTB-L-076161-23

LTB-T-092731-23

**In the matter of:** Upper, 734 CHEMONG RD  
PETERBOROUGH ON K9H5Y9

**Between:** Lorinda Seward (frudd)  
Jason Seward

**And**

Norma-lynn Pollock

I hereby certify this is a  
true copy of an Order dated  
**MAY 06 2024**  
Landlord and Tenant Board

Landlord

Tenant

Lorinda Seward (frudd) and Jason Seward (the 'Landlord') applied for an order to terminate the tenancy and evict Norma-lynn Pollock (the 'Tenant') because:

- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex; (L2)
- the Tenant has been persistently late in paying the Tenant's rent. (L2)
- the Tenant did not pay the rent that the Tenant owes. (L1)
- the Tenant transferred occupancy of the rental unit to the Unauthorized Occupant without the Landlord's consent. The Landlord also applied for compensation by the Unauthorized Occupant for the use of the rental unit.(A2)

Norma Lynn Pollock (the 'Tenant') applied for an order determining that Lorinda Frudd AKA Seward (the 'Landlord'):

- entered the rental unit illegally.
- altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys.
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.

This application was heard by videoconference on April 5, 2024.

The Landlord and the Landlord's Legal Representative, J. Nieuwhof and the Tenant attended the hearing.

The Tenant spoke to Duty Counsel prior to her hearing.

**Determinations:**

T2 Application

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the Tenant's application is dismissed.
2. The residential complex consists of 2 rental unit, a lower unit and the Tenant's unit.

Changing the locks and not proving replacement keys

3. The Tenant alleges that the Landlord changed the locks giving entry into the rental unit and failed to provide the Tenant with replacement keys, that this constituted substantial interference and harassment.
4. On or about September 10, 2023, the Tenant was involved in a domestic dispute with her partner. She was charged with assault and ordered not to go back to the rental unit. Her partner remained in the rental unit and despite attempting to have him removed with police assistance, she was unable to do so.
5. The Tenant's partner and another occupant remained in the rental unit. Either her partner or the occupant tampered with the main entrance lock, and it had to be replaced by the Landlord. While there, the Landlord discovered that the lock giving entry into the tenant's unit was jammed, and it was also replaced. The Landlord left the keys to the main entrance door and the Tenant's unit entrance door at the rental unit. The Tenant testified that she did not request a copy of the keys from the Landlord.
6. The Tenant's unit has 2 points of entry. One in the front and one in the back. The lock at the back was not changed by the Landlord.
7. The Tenant testified that because she was ordered not to be at the unit, she was unable to collect the keys and submits that because of that, the Landlord did not provide keys to her.
8. The Landlord testified that on September 13, 2023, she attended the unit on request of the lower unit tenants who informed her that the main entry lock into the complex was broken. She testified that they changed the lock on the shared entry and also the Tenant's unit door because it was jammed. She testified that she left the keys in the unit on direction of the police. She testified that she advised the Tenant by text message that she had to change the locks due to damage. She testified that the Tenant did not request a copy of the keys.

Vital Services

9. The Tenant is responsible for Hydro. She testified that she texted the Landlord sometime in September that she was not going to continue to pay for hydro while she was not allowed at the unit. She informed the Landlord that she suspended hydro services.
10. The Tenant's witness, S. O'Grady testified that the Landlord put a lockbox on the breaker box. He testified that he was entirely sure of the date that that happened, but it may have been sometime in October 2023.
11. The Landlord testified that she received a text message from the Tenant that she was suspending hydro as she was not allowed to be at the unit and did not think she should pay while not there.
12. The Landlord testified that while the Tenant is responsible for hydro, the Landlord is responsible for the gas, and that service remained in place. She testified that she put a lock on the breaker box because she was worried that the Tenant's occupants would tamper with it.

### Analysis

13. With respect to the allegations that the Landlord changed the locks without providing the Tenant with replacement key, I do not find that the Tenant has proven this on a balance of probabilities.
14. The Tenant was ordered not to return to the rental unit after she was charged with assault. The Landlord changed the locks to the shared main entrance door and the Tenant's front door after they were damaged, and left keys at the unit. The lock to the back entrance door was never changed. I find that the Landlord did provide keys to the Tenant by leaving them at the unit. It is the Tenant's own actions that prevented her from being allowed on the property. The lock giving entry into the unit by the back door was never changed and the Tenant always had access at least through there.
15. With respect to vital services, I am not satisfied that the Tenant has proven on a balance of probabilities, that the Landlord interfered with vital services. The Tenant testified that she suspended her hydro services after she was charged and ordered by the court not to attend the rental unit. In respect of other services, I accept the Landlord's evidence that she did not shut off the gas. The existence of a lock box on the shared breaker box does not constitute interference with vital services.
16. Although the Tenant alleges illegal entry in her application, it was unclear at the hearing what that comprised of. The Landlord testified that she was invited into the rental unit by the Tenant's occupants when the locks were changed, and she never entered the unit again. Therefore, I find that the Tenant failed to convince me on a balance of probabilities that the Landlord entered the unit illegally.
17. For these reasons, the Tenant's application is dismissed.

### L1 application

18. With respect to service of notices on to the Tenant, I find the Tenant was properly served with the N4, N6 and N8 notices of termination. As I found in the T2 application, the Tenant

had possession of the rental unit, in that the Landlord did not illegally change the locks, it was the responsibility of the Tenant to keep tabs on mail at the rental unit.

19. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
20. As of the hearing date, the Tenant was still in possession of the rental unit.
21. The lawful rent is \$1,790.00. It is due on the 1st day of each month.
22. Based on the Monthly rent, the daily rent/compensation is \$58.85. This amount is calculated as follows: \$1,790.00 x 12, divided by 365 days.
23. The Tenant has not made any payments since the application was filed.
24. The rent arrears owing to April 30, 2024 are \$13,120.00. This amount is not disputed by the Tenant.

#### A2 Application

25. The Landlord withdrew the A2 application.

#### L2 Application

#### N6 Notice

26. On January 8, 2024, the Landlord gave the Tenant an N6 notice of termination with a termination date of January 31, 2024. The N6 notice contains the following allegations: On September 10, 2023, the Tenant was arrested and charged with assault with a weapon.
27. The Tenant does not dispute the allegations as set out in the notice.
28. I find that the Tenant has committed an illegal act on the residential complex by assaulting her occupant with a weapon, a metal tire iron.

#### N8 Notice

29. On February 9, 2024, the Landlord gave the Tenant an N8 notice of termination with a termination date of April 30, 2024. The notice of termination contains the following allegations: The Tenant paid the rent late 15 times in 17 months.
30. The Tenant did not dispute the allegations in the N8 notice of termination.
31. Since the service of the notice, the rent has not been paid on or before the date that it was due.
32. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent has been paid late 18 times in the past 20 months.

#### Relief from eviction

33. The Tenant has lived in the rental unit since 2020. She testified that as a result of her charges, she went on Ontario works in October 2023. She testified that OW only gives her the basic needs portion of her entitlement because of the order that prevented her from being at the rental unit. She testified that as far as she was aware, the occupants left the rental unit at the end of December 2023 and her conditions relating to not being allowed at the rental unit were discharged as of February 9, 2023. Despite this, the Tenant has not stayed at the rental unit. She testified that she would like to maintain her tenancy.
34. With respect to the arrears, the Tenant could not offer a viable payment plan because of her financial circumstances.
35. With respect to the illegal act, the Tenant testified that she was in an abusive relationship. She testified that she is regretful of the incident that took place back in September and that she has already suffered criminally because of her actions. She testified that the person involved in the assault and herself are not currently in a relationship and that she would not allow him to be at the property as a condition to maintain her tenancy.
36. With respect to paying her rent on time, the Tenant testified that stable housing is the centerpiece to her ability to get stable employment and to start receiving the shelter portion of her OW entitlement. Once she has that figured out, the Tenant testified that she can commit to paying the rent on time.
37. The Landlord is requesting that the tenancy be terminated. The Landlord submits the unit is no longer affordable for the Tenant, given the quantum of the arrears and her current financial situation.
38. I am mindful of the substantial amount of the arrears and that the Tenant has not made any payments for quite some time. I accept that the Tenant misunderstood the Landlord's obligations in relation to the circumstance she found herself in. I accept that the position that the Tenant finds herself in now is, in part, a result of unintended consequences that are caused by the Tenant's own actions. I believe that if given the chance, going forward, the Tenant will not engage in the activity that led to the service of the notices.
39. Based on the submissions of the parties, I find that if the Tenant pays off the arrears owing to the Landlord by May 31, 2024, then the tenancy will continue as long as the Tenant follows the conditions set out below.
40. 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 not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

**It is ordered that:**

L1 Application

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.

2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$15,096.00 if the payment is made on or before May 31, 2024. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after May 31, 2024 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before May 31, 2024**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$9,941.78. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$58.85 per day for the use of the unit starting April 6, 2024 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before May 31, 2024, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 31, 2024, then starting June 1, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 June 1, 2024.

#### L2 Application

10. Provided the Tenant voids the L1 portion of this order, the Tenancy will continue if the Tenant meets the conditions set out below.
11. The Tenant shall not physically assault any person on the residential complex or in the rental unit.
12. Starting on June 1, 2024, for a period of 12 months, the Tenant shall pay the lawful monthly rent on or before the first day of every month until May 1, 2025.
13. If the Tenant fails to comply with the conditions set out in paragraph 11 and 12 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.

#### A2 Application

14. The A2 application is withdrawn.

**May 6, 2024**  
**Date Issued**



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Emily Robb  
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 November 18, 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.

**Schedule 1  
SUMMARY OF CALCULATIONS**

**A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 31, 2024**

Rent Owing To May 31, 2024	\$14,910.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$15,096.00</b>

**B. Amount the Tenant must pay if the tenancy is terminated**

Rent Owing To Hearing Date	\$11,624.25
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00



<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$1,750.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$118.47
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$9,941.78</b>
Plus daily compensation owing for each day of occupation starting April 6, 2024	\$58.85 (per day)