



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

Citation: MARSHALL v BLACKWOOD, 2022 ONLTB 2241

Date: 2022-07-27

File Number: LTB-L-016437-22

In the matter of: 5 - 1189 CASSELLS
NORTH BAY NORTH BAY P1B4B4

Between: PATRICIA MARSHALL, ROGER GUILLEMETTE

And

JOSHUA BLACKWOOD

I hereby certify this is a true copy of an Order dated
JUL 27, 2022

Landlord and Tenant Board

Landlord

Tenant

Patricia Marshall and Roger Guillemette (the 'Landlords') applied for an order to terminate the tenancy and evict Joshua Blackwood (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.

This application was heard by videoconference on June 30, 2022.

Only the Landlords' legal representative, Jennifer Demellweek, attended the hearing. As of 10:13 am, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board. 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 tenancy is terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N7 Notice of Termination

3. On November 24, 2021, the Landlord gave the Tenant an N7 notice of termination by leaving the document in the mailbox. The notice of termination alleges the Tenant caused serious damage to the unit, including removing the drywall, exposing electrical wiring and plumbing, removing all interior doors from their hinges, and disabling the smoke and carbon dioxide detectors.

Serious Impairment of Safety

4. It was the Landlord's uncontested evidence that:

- a) On October 19, 2021 the Landlord attended the unit with a realtor and potential purchaser. During this visit, the Landlord noted "significant" damage to the unit.
- b) On October 20, 2021 the Landlord contacted the police and the Canadian Mental Health Association (CMHA) to address his concerns for the Tenant's safety based on the condition of the unit.
- c) On October 29, 2021 the Landlord entered the unit following 24 hours written notice the Tenant. The Landlord found extensive damage to the unit, including significant damage to the unit's drywall including total removal in some areas; visibly exposed electrical wiring; visibly exposed plumbing; several kitchen cabinets were removed or otherwise damaged; all interior doors were damaged and removed from their hinges; the batteries had been removed from the smoke and carbon dioxide alarms.
- d) On November 22, 2021 the Tenant altered the locking mechanism to the boiler room of the residential complex in order to permit access for others sleep and cook in the boiler room, thereby presenting a fire hazard and a risk to the personal safety of the persons permitted access as well as to others living in the residential complex, including the Tenant.
- e) On May 24, 2022 the Tenant entered into an undertaking with the Court not to attend the address other than to retrieve his personal belongings, which he did on that date. The Tenant has not returned to the unit or the complex since that time.

5. For all of the above, I find the Tenant has seriously impaired the safety of himself and others living in the residential complex by damaging the unit to the point that it presents a real risk of flooding, electrical fire, or weakened structural integrity and that he placed others at a significant risk of serious impairment to safety by allowing access to the boiler room. This conduct occurred in the residential complex.

Undue Damage

6. For substantially the same reasons above, I further find the Tenant has wilfully caused undue damage to the rental unit by removing the drywall, exposing the plumbing and wiring, and damaging the kitchen cabinetry. This damage is not the result of normal wear and tear but rather the result of the Tenant's willful and negligent acts.

Filing Fee and Rent Deposit

7. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

Considerations Under Section 83

9. 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 Tenant is terminated. The Tenant must move out of the rental unit on or before August 1, 2022.
2. If the unit is not vacated on or before August 1, 2022, then starting August 2, 2022, 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 August 2, 2022. The Sherriff is requested to expedite the enforcement of this order.
4. The Tenant shall also pay the Landlord compensation of \$26.30 per day for the use of the unit starting July 1, 2022 until the date the Tenant moves out of the unit.
5. The Tenant shall pay to the Landlord \$201.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before August 1, 2022, the Tenant will start to owe interest. This will be simple interest calculated from August 2, 2022 at 3% annually on the balance outstanding.

July 27, 2022
Date Issued



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Amber Neumann
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 February 2, 2023 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.