



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

Citation: Wongsoo v Sahni, 2023 ONLTB 26511

Date: 2023-03-21

File Number: LTB-L-042114-22

In the matter of: 1106, 18 KNIGHTSBRIDGE RD BRAMPTON
ON L6T3X5

Between: Frank Wongsoo Landlord

And

Kirandeep Singh Sahni Tenant

Frank Wongsoo (the 'Landlord') applied for an order to terminate the tenancy and evict Kirandeep Singh Sahni (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;
- 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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage.

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 January 9, 2023. The Landlord, their legal representative, A. Miguel, and their witness, I.S attended the hearing.

I waited until after 1:30pm to call the matter, 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 and the claim for compensation in the application. Therefore, the application is granted and the tenancy shall terminate.
2. The Tenant was in possession of the rental unit on the date the application was filed.

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3. On July 27, 2022, the Landlord gave the Tenant an N7 notice of termination. The notice of termination contains in part, the following allegations:
 - On June 6, 2022, the Tenant made death threats to another Tenant of the residential complex. Police were called and the Tenant was arrested.
 - On June 25, 2022, the Tenant willfully broke the window in his unit.
4. I.S testified at the hearing, who was the individual who was threatened by the Tenant. They testified that the Tenant approached them on June 6, 2022, at approximately 9:00am, the Tenant proceeded in the elevator with them. I.S got off at the lobby and was followed by the Tenant who began inappropriately touching is genital area, yelling profanities and threatening I.S. this made her extremely scared and uncomfortable. The Police were called and took a statement from them, and the Tenant was arrested later that same day.
5. They also testified that on June 25, 2022, they heard a loud smash and the Tenant screaming. The Tenant had thrown a wooden box out the window, had fallen 11 stories, and glass and the wooden box was on the ground below.
6. Based on the uncontested evidence of the Landlord I am satisfied that the Tenant has seriously impaired the safety of other people at the residential complex. I also find that the Tenant has willfully caused undue damage to the rental unit.
7. The Tenant was required to pay the Landlord \$7,495.89 in daily compensation for use and occupation of the rental unit for the period from August 11, 2022 to January 9, 2023.
8. Based on the Monthly rent, the daily compensation is \$49.32. This amount is calculated as follows: \$1,500.00 x 12, divided by 365 days.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$1,500.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$12.62 is owing to the Tenant for the period from January 1, 2022 to January 9, 2023 .

11. In accordance with subsection 106(10) of the *Residential Tenancies Act, 2006*, (the 'Act') the last month's rent deposit shall be applied to the rent for the last month of the tenancy.
12. 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 March 26, 2023.

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2. If the unit is not vacated on or before March 26, 2023, then starting March 27, 2023, 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 March 27, 2023.
4. The Tenant shall pay to the Landlord \$5,983.27, which represents compensation for the use of the unit from August 11, 2022 to January 9, 2023, less the rent deposit and interest the Landlord owes on the rent deposit.
5. The Tenant shall also pay the Landlord compensation of \$49.32 per day for the use of the unit starting January 10, 2023 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

March 21, 2023

Date Issued

Curtis Begg

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 September 27, 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.