



Order under Section 69
Residential Tenancies Act, 2006

File Number: SOL-19909-21

In the matter of: 512, 95 HESS STREET S
HAMILTON ON L8P3N4

Between: Cityhousing Hamilton Coporation

Landlord

and

Milan Mladjan

Tenant

Cityhousing Hamilton Coporation (the 'Landlord') applied for an order to terminate the tenancy and evict Milan Mladjan (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.

This application was heard by way of video conference on October 7, 2021. The Landlord's legal representative Katherine Macintyre attended the hearing. Mike Elison attended as a witness for the Landlord.

Determinations:

1. The Landlord's application is based on an N7 notice of termination served to the Tenant on January 11, 2021 with a termination date of January 22, 2021.
2. For the reasons set out below, I find that the Tenant has seriously impaired the safety of another person within the residential complex, and that the tenancy should therefore be terminated.

Landlord's uncontested evidence:

3. Mike Elison attended the hearing as a witness for the Landlord. Mr. Elison is a security guard assigned to the residential complex since October 2020.
4. The Landlord's witness testified that on November 21, 2020 he was working the night shift. Prior to starting his shift, he was advised by the security guard working the day shift that at approximately 3:34pm the same day, the Tenant stole another resident's cell phone and that Police were contacted. The Landlord's witness was also advised that at approximately 4:28pm, the Tenant placed a bed frame and a vacuum outside of another

resident's front door. At 8:45pm, the Landlord's witness received a call from another resident advising that he had accidentally left his keys in his door earlier that day and woke up to items missing from his rental unit. Upon review of the Landlord's CCTV camera footage, the Tenant was seen entering into the other resident's unit without their consent.

5. On November 22, 2020 at approximately 2:45am, the Landlord's witnesses testified that he observed the Tenant moving his bedframe out of the residential building and left the discarded items on a tree out front of the building.
6. On December 2, 2020 the Landlord's witness was working the night shift. The Landlord's witness testified that a call came in at approximately 2:35am regarding a fight that took place on the 5th floor of the residential complex. The Landlord's witness attended the 5th floor and the Tenant advised him that he got into a fight with another resident because he owed him \$100.00. Upon review of the evidence, the Landlord's witness stated that the fight was between the Tenant and the resident whose unit was broken into on November 21, 2020.
7. On December 4, 2020 the Landlord's witness was working the night shift. At approximately 2:35am the Landlord's witness received a complaint from another resident that the Tenant had entered their rental unit while sleeping and stole some belongings. The Landlord's witness told the Tenant to return the stolen items, which were returned at approximately 5:40am.
8. On January 8, 2021 the Landlord's witness was working the night shift. At approximately 8:30am CCTV footage confirmed that the Tenant had placed a mattress in front of another resident's front door. The mattresses were subsequently removed at 2:15pm. At approximately 9:00pm, the Landlord's security received a call from another resident. It was reported that the Tenant had thrown Comet, a cleaning abrasive in another resident's face because the other resident owed the Tenant \$20.00. The Landlord's security noted that the victim's eyes had turned red as a result of the comet being thrown in their face and that the victim had traces of the comet on his shirt. The Landlord's security guard went to speak with the Tenant after the incident and the Tenant became aggressive and verbally abusive towards the Landlord's security guard threatening to fight him in the hallway. The Police were contacted, but the Landlord is unaware of any charges laid.
9. On January 9, 2021 at approximately 9:30am the Landlord's security received a call advising that once again the Tenant had placed a bed frame in front of another resident's front door. When security asked the Tenant to remove the bedframe the Tenant began to yell and swear at the Landlord's security guards.

Analysis

10. Section 66 (1) of the *Residential Tenancies Act, 2006* (the Act) states:

66 (1) A landlord may give a tenant notice of termination of the tenancy if,

(a) an act or omission of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant seriously impairs or has seriously impaired the safety of any person; and

(b) the act or omission occurs in the residential complex.

11. Based on the uncontested evidence before the Board, I am satisfied on a balance of probabilities that the Tenant has seriously impaired the safety of another person within the residential complex.

12. The Landlord's witness has direct knowledge of the majority of the incidents on the Landlord's N7 notice and I accept his evidence as credible and reliable. I find that the Tenant throwing comet at another resident's face on January 8, 2021 to be an impairment of safety. The cleaning abrasive contains chemicals and ingratiate that can be toxic if inhaled or swallowed and can further cause reactions if in contact with a person skin. In this case, by throwing the substance another individual's face, the other resident was at risk of having the comet entering the individual's mouth, nostrils or eyes.

13. I also find that the Tenant repeatedly storing a mattress and/or bedframe against another residents front entrance door to be a serious impairment of safety. The residential complex is a high-rise apartment building and the rental units within only have in and out access to their units through their front doors. The Tenants actions could prevent residents exiting their units in the case of emergency, such as a fire. There is no reason for anyone to be storing heavy objects like a mattress or bedframe directly in front or against another resident's front door.

Relief from eviction:

1. 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.
2. The Tenant was not present to propose an alternative to eviction or provide any evidence to suggest that he would correct the behavior going forward.
3. The Landlord's witness further advised that since being served the N7 notice, security is being called to the 5th floor on a weekly basis to address disturbances and fights involving the Tenant, including a recent incident where the Tenant threw an item off his balcony. The Landlord testifies that the Tenant has continued to block other residents front doors since being served the N7.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated, as of December 4, 2021. The Tenant must move out of the rental unit on or before December 4, 2021.
2. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. If the Tenant does not pay the Landlord the full amount owing on or before December 4, 2021, the Tenant will start to owe interest. This will be simple interest calculated from December 4, 2021 at 2.00% annually on the balance outstanding.
4. If the unit is not vacated on or before December 4, 2021, then starting December 5, 2021, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
5. 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 December 5, 2021. The Sheriff is requested to expedite the enforcement of this order.

November 23, 2021
Date Issued



Fabio Quattrociochi
Member, Landlord and Tenant Board

Southern-RO
119 King Street West, 6th Floor
Hamilton ON L8P4Y7

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 June 5, 2021 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.