



Order under Section 69
Residential Tenancies Act, 2006

File Number: SOL-16289-20

In the matter of: 1706, 695 SURREY LANE
BURLINGTON ON L7T3Z3

Between: Homestead Land Holdings Limited Landlord

and

Breanne Lindley Tenant

Homestead Land Holdings Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Breanne Lindley (the 'Tenant') because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant. The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by video/teleconference on November 19, 2020 and on May 28, 2021.

On November 19, 2020 the hearing was adjourned because the Tenant requested an in-person hearing. The Tenant's request was subsequently denied.

The hearing on May 28, 2021 was scheduled to start at 9:00 a.m. The Tenant did not call in on time and the hearing started at 9:20 a.m. without the Tenant. The Tenant called in at 9:55 a.m. stating that she was mistaken and thought that the hearing was scheduled for 11:00. a.m. The Tenant again requested an in-person hearing. The Tenant submitted that an in-person hearing would be better for her; however, she did not provide any persuasive reason why. She stated that she would be more comfortable to proceed with an in-person hearing. The Tenant was given an opportunity to consult with Tenant Duty Counsel.

The Tenant's request for an in-person hearing was denied. The Board conducts hearings electronically, unless there is significant prejudice to a party by proceeding by way of an electronic hearing. The Tenant did not provide any evidence of significant prejudice, or of any barriers to her participation by way of an electronic hearing. As such, the Tenant's request was denied and the hearing proceeded by video/teleconference.

The hearing of the application began de-novo at 10:20 a.m.

This Application was heard together with the Landlord's Application SOL-16288-20. A separate order is issued with respect to Application SOL-16288-20.

The Landlord's property manager, Suzanne Jong, the Landlord's legal representative, Crystal Sankey, and the Tenant attended the hearing. Brent Gardner, a tenant residing in the residential complex, and PC Kevin Bochsler (PCKB) testified on behalf of the Landlord.

Determinations:

1. The Landlord served the Tenant with two Notices of Termination, Forms N5. The first Notice of Termination was served on August 6, 2020 and described conduct that occurred on July 1, 2020, July 15, 2020 and July 17, 2020. The Tenant's complained of conduct included yelling and screaming on the balcony of her 17th floor rental unit. Police had to be called numerous times to the Tenant's rental unit. The Tenant voided the first N5 Notice of Termination by stopping the offensive conduct during the seven days after she received the first N5 Notice of Termination.
2. On August 24, 2020, the Landlord served the Tenant a second N5 Notice of Termination because on August 22, 2020 the Tenant was playing loud music, yelling and screaming profanities and death threats against other residents.
3. There are about 400 tenants in the residential complex, which consists of four buildings. According to the Landlord, some tenants moved out and others declined to move into the residential complex when they heard of the Tenant's behaviour.
4. Based on the evidence before me, I find that the Tenant has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord and other tenants.
5. The Landlord provided evidence that the Tenant's conduct was escalating.
6. The Landlord's witness PCKB, a member of a crisis intervention team, testified that he had attended at the Tenant's rental unit 103 times in the last two years. The last visit was on May 20, 2021 when the Tenant was on her balcony yelling and engaging in inappropriate behaviour. He testified that the Tenant suffers from addiction issues. She had been offered assistance, and adequate supports many times; however, the Tenant refused to accept these supports. He also testified that should the Tenant be evicted she would be offered assistance to find adequate housing.
7. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the length of time since the Application was filed, the attempts to secure supports for the Tenant and ongoing offers of support, the current pandemic and the Tenant's escalating behaviour 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 July 5, 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 July 5, 2021, the Tenant will start to owe interest. This will be simple interest calculated from July 6, 2021 at 2.00% annually on the balance outstanding.
4. If the unit is not vacated on or before July 5, 2021, then starting July 6, 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 July 6, 2021.

2021 CanLII 95614 (ON LTB)



June 24, 2021
Date Issued

Jana Rozehnal
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 January 6, 2022 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.