



Order under Section 69
Residential Tenancies Act, 2006

File Number: SWL-49387-21

In the matter of: 307, 395 UNIVERSITY AVENUE E
WINDSOR ON N9A2Z2

Between: Windsor Essex Community Housing Corporation Landlord

and

Brian Breault Tenant

Windsor Essex Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Brian Breault (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; 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 because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused undue damage to the premises. The Landlord has also applied for an order requiring the Tenant to compensate the Landlord for the damage. The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by teleconference on August 6, 2021.

Only the Landlord's legal representative C. Parrott attended the hearing. Tiffany Mokhtari (TM) testified on behalf of the Landlord.

Determinations:

Impaired safety

1. The Landlord filed footage from a security video camera showing an incident in the entrance vestibule of the building in which the Tenant pushes another tenant to the corner while holding a knife menacingly in the other tenant's face. It appears from this video that the other tenant was in imminent danger of being seriously harmed by the Tenant.
2. Based on the uncontested evidence of the Landlord, I find on a balance of probabilities that the Tenant menacingly held a knife in another person's face at the residential

complex. This conduct seriously impaired the safety of another person at the residential complex.

3. 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. The Tenant's conduct in endangering another tenant is egregious and he did not attend the hearing to explain it. At a time when many people are staying/working at home it is especially important to be safe in one's home.
4. Given the above, it is not necessary to consider the allegations in the other notices of termination.

Damage

5. TM is an employee of the Landlord. At the hearing TM testified that on January 10, 2021 the Tenant had a guest in the rental unit who locked him out. The Tenant told the Landlord's staff that he would take care of the situation. The Landlord photographs, taken by TM, of the rental unit door showing that someone had drilled off the deadbolt, bent the plating and made another hole at the top of the door. From the photographs it appears that significant damage was done to the rental unit door.
6. Based on the context of the situation, it is more likely than not that the Tenant was the person who caused the damage to the door.
7. Based on the Landlord's uncontested evidence, I find, on a balance of probabilities, that the Tenant caused significant damage to the rental unit door.
8. TM testified that the door had to be replaced. The Landlord filed an invoice dated July 21, 2021 indicating a cost of \$1,426.17 to replace the door. I find that this is a reasonable cost to replace a unit door.
9. The Tenant will be ordered to compensate the Landlord for the cost of the door.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated, as of November 30, 2021. The Tenant must move out of the rental unit on or before November 30, 2021.
2. The Tenant shall pay to the Landlord \$1,426.17, which represents the reasonable costs of replacing the door.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. If the Tenant does not pay the Landlord the full amount owing on or before November 30, 2021, the Tenant will start to owe interest. This will be simple interest calculated from December 1, 2021 at 2.00% annually on the balance outstanding.

5. If the unit is not vacated on or before November 30, 2021, then starting December 1, 2021, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 1, 2021. The Sheriff is requested to expedite the enforcement of this order.



November 25, 2021
Date Issued

Renée Lang
Member, Landlord and Tenant Board

South West-RO
150 Dufferin Avenue, Suite 400, 4th Floor
London ON N6A5N6

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 1, 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.