



Order under Section 78(6)  
**Residential Tenancies Act, 2006**

**File Number:** EAL-98042-21

**In the matter of:** 2, 13 SOUTH STREET  
SPENCERVILLE ON K0E1X0

**Between:** 2498697 Ontario Inc. Landlord

**and**

Noah Milo Deschamps Hall Tenant

2498697 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Noah Milo Deschamps Hall (the 'Tenant') and for an order to have the Tenant pay compensation for damage the Tenant owes because the Tenant failed to meet a condition specified in the order issued by the Board on August 31, 2021 with respect to application EAL-94766-21.

**Determinations:**

1. The order provided that the Landlord could apply to the Board under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenant to terminate the tenancy and evict the Tenant if the Tenant did not meet certain condition(s) specified in the order.
2. I find that the Tenant has not met the following conditions specified in the order:

**The Tenant was not to smoke tobacco or marijuana in the rental unit or residential complex between 7:00 a.m. and 10:00 p.m. daily.**

On August 28, 2021, at 6 pm, the Landlord received a text message from Emily McLarry indicating that she smelled marijuana in the restaurant.

On August 30, 2021, the Landlord was working in the restaurant between 7:48 am and 2:28 pm and noted the smell of marijuana in the restaurant.

On September 9, 2021, the Landlord received a text message at 6:58 pm from Marg Thomson (unit 1) indicating she smelled marijuana in the residential complex.

On September 10, 2021, at 11 am, the Landlord noted the smell of marijuana in the residential complex.

**The Tenant was to properly dispose of garbage and recyclables on a weekly basis at their own expense.**

Upon inspection on September 17, 2021, it was noted that the Tenant had not properly disposed of the garbage and recyclables on a weekly basis.

**The Tenant was to maintain the unit in a state of ordinary cleanliness so as not to substantially interfere with the landlord's lawful rights.**

Upon inspection on September 17, 2021, the Landlord noted a strong odour of cat urine in the rental unit and the unit was in a very poor state of cleanliness due to personal items, litter and debris all over the rental unit.

**The Tenant was not to engage in any further wilful or negligent damage of the rental unit or residential complex.**

Upon inspection on September 17, 2021, the Landlord noted X's scratched into the wall and doors.

3. The previous application included a request for an order for compensation for damage caused by the Tenant and the resulting order required the Tenant to pay an amount for damage. Accordingly, the Landlord is entitled to request an order for compensation for damage.
4. The Tenant was ordered to pay \$1,200.00 for compensation for damage in Order EAL-94766-21. The amount that is still owing from that order is \$1,100.00 and that amount is included in this order. As a result, the previous order EAL-94766-21 is cancelled.
5. The Landlord also requested payment of rent arrears for September 2021. Since the original application was not for rent arrears, this request cannot be considered.
6. The Landlord collected a rent deposit of \$800.00 from the Tenant and this deposit is still being held by the Landlord.
7. Interest on the rent deposit is owing to the Tenant for the period from September 10, 2020 to October 18, 2021.

**It is ordered that:**

1. Order EAL-94766-21 is cancelled.
2. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before October 29, 2021.
3. The Tenant shall pay to the Landlord \$1,100.00\*. This amount represents the unpaid compensation for damage.
4. The Tenant shall also pay to the Landlord \$26.30 per day for compensation for the use of the unit starting October 19, 2021 to the date the Tenant moves out of the unit.

5. If the Tenant does not pay the Landlord the full amount owing\* on or before October 29, 2021, the Tenant will start to owe interest. This will be simple interest calculated from October 30, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before October 29, 2021, then starting October 30, 2021, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 October 30, 2021.

**October 18, 2021**  
**Date Issued**



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Nicola Mulima  
Member, Landlord and Tenant Board

Eastern-RO  
255 Albert Street, 4th Floor  
Ottawa ON K1P6A9

The tenant has until October 28, 2021 to file a motion with the Board to set aside the order under s. 78(9) of the Act. If the tenant files the motion by October 28, 2021 the order will be stayed and the Board will schedule a hearing.

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 April 30, 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.

\* Refer to the attached Summary of Calculations.

### Summary of Calculations

File Number: EAL-98042-21

#### Amount the Tenant must pay

Reason for amount owing	Period	Amount
Amount owing from previous order for damage		\$1,100.00
Plus daily compensation owing for each day of occupation starting October 19, 2021		\$26.30 (per day)

<b>Total the Tenant must pay the Landlord:</b>	<b>\$1,100.00, + \$26.30 per day starting October 19, 2021</b>
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