



Order under Section 69
Residential Tenancies Act, 2006

File Number: SOL-21895-21

In the matter of: 831 GARTH STREET
HAMILTON ON L9C4K6

Between: Davis Leith Carroll Landlord

and

Edem Anku Tenant

Davis Leith Carroll (the 'Landlord') applied for an order to terminate the tenancy and evict Edem Anku (the 'Tenant') because the Tenant has wilfully or negligently caused undue damages to the premises. The Landlord has also applied for an order requiring the Tenant to compensate the Landlord for the damages. The Landlord has also applied for an order to terminate the tenancy and evict the Tenant because the Tenant has seriously impaired the safety of another person.

This application was heard by video conference on June 23, 2021 beginning at 9:00 a.m.

The Landlord, the Landlord's Legal Representative, Noah Aresta, and the Tenant attended the hearing.

Determinations:

1. During the hearing, the Tenant requested an adjournment. The Tenant stated that he wasn't given enough time to prepare properly. However, upon questioning the parties it was discovered that the Tenant was given both a copy of the notice of hearing as well as a copy of the Landlord's submissions on June 15, 2021. The Landlord had sent in a copy of the certificate of service confirming delivery of both documents to the Tenant. The Tenant then confirmed receiving the documents 8 days before the hearing. I denied the request for an adjournment given that the Tenant did have enough time to prepare for this hearing and was aware of what evidence the Landlord was going to present.
2. The Landlord's Legal Representative testified that the Tenant has been harassing the Landlord and had even threatened to kill him. The Landlord's Legal Representative had submitted copies of police incident reports from August 19, 2020 and November 16, 2020 for the harassment and March 1, 2021 for the death threat. The Landlord's Legal Representative added that the harassment has been on-going and the Tenant has been coming directly to the Landlord's home. The Landlord's Legal Representative stated that since the death threat the Landlord feels very unsafe when having to attend the rental property.

3. The Landlord's Legal Representative also testified about the damages at the rental unit. The Landlord's Legal Representative stated that on or about April 12, 2021 the Tenant approached the Landlord and asked him to come to the property. The Landlord discovered that exterior access door to the basement had been hit several times causing significant damage to the door, door knob, lock and frame. The Landlord's Legal Representative added that the Tenant stated "look what I did, I did it". The Landlord's Legal Representative stated that the Landlord then called the police and the Tenant was arrested and charged. The police incident report number is contained in the Landlord's submissions. The Landlord's Legal Representative added that this is a pending police investigation against the Tenant.
4. The Landlord's Legal Representative then testified about the damages in the rental unit. The Landlord has incurred costs of \$3,534.00 to repair the damages to the basement door area as well as a sink and countertop that was also damaged by the Tenant.
5. The Tenant testified that he did not threaten the Landlord and added that the Landlord actually threatened him. He also accused the Landlord of stealing from him. However, the Tenant could not offer any evidence for either of these accusations.
6. The Landlord testified that he was afraid of the Tenant and did not feel safe at his own residence because the Tenant continues to harass him on a regular basis at home. The Landlord added that also fears for his personal safety whenever he has to go to the rental property.
7. In this matter, I find that the Tenant did seriously impair the safety of the Landlord pursuant to section 66(1)(a) of the *Residential Tenancies Act, 2006* (the 'Act') as well as wilfully caused damages to the rental unit pursuant to section 63(1)(a) of the *Residential Tenancies Act, 2006* (the 'Act').
8. 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.
9. This order contains all of the reasons in this matter and no further reasons will be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated, as of July 10, 2021. The Tenant must move out of the rental unit on or before July 10, 2021.
2. The Tenant shall pay to the Landlord **\$3,534.00**, which represents the reasonable costs of repairing the damage and/or replacing the damaged property.
3. The Tenant shall also pay to the Landlord **\$201.00** for the cost of filing the application.

4. If the Tenant does not pay the Landlord the full amount owing on or before July 10, 2021, the Tenant will start to owe interest. This will be simple interest calculated from July 11, 2021 at 2.00% annually on the balance outstanding.
5. If the unit is not vacated on or before July 10, 2021, then starting July 11, 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 July 11, 2021. The Sheriff is requested to expedite the enforcement of this order.

June 30, 2021
Date Issued

Michael Di Salle

Michael Di Salle
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 11, 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.