



Order under Section 69
Residential Tenancies Act, 2006

File Number: NOL-42937-21

In the matter of: 203, 228 HUDSON ST
SAULT STE MARIE ON P6A2T5

Between: David Edgar Landlord

And

Andrew Lecuyer Tenant

David Edgar (the 'Landlord') applied for an order to terminate the tenancy and evict Andrew Lecuyer (the 'Tenant')

1. 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 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 (**N5 Notice**); and
2. 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 caused undue damage to the premises and used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage (**N7 Notice**).

The Landlord also applied for an order requiring the Tenant to compensate the Landlord for damage. The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on August 31, 2021.

Only the Landlord and the Landlord's personal representative, Tricia Edgar, attended the hearing. As of 10:00 a.m., the Tenant was not present or represented at the hearing.

Determinations:

1. I find, based on the uncontested evidence before me from the Landlord and the Landlord's personal representative, that the Tenant seriously impaired the safety of other persons at the residential complex by assaulting the Landlord at the residential complex and by repeatedly removing the smoke detectors and fire extinguishers from the rental unit and the residential complex.
2. I also find, based on the uncontested evidence before me from the Landlord and the Landlord's personal representative, that the Tenant wilfully damaged the rental unit by breaking into other rental units and the Landlord's work room at the residential complex.
3. Given my findings with respect to the N7 Notice, I did not find it necessary to consider the N5 Notice.
4. The Landlord will incur costs of \$8,416.26 to repair the damage and replace property that was damaged and cannot be repaired.
5. 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.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated, as of April 24, 2021. The Tenant must move out of the rental unit on or before September 13, 2021.
2. The Tenant shall pay to the Landlord \$8,416.26, which represents the reasonable costs of repairing the damage and replacing the damaged property.
3. The Tenant shall pay to the Landlord \$2,722.74, which represents compensation for the use of the unit from April 24, 2021 to September 8, 2021. Any amounts paid by the Tenant towards this period shall be credited towards this amount.
4. The Tenant shall also pay to the Landlord \$19.73 per day for compensation for the use of the unit from September 8, 2021 to the date they move out of the unit.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before September 13, 2021, the Tenant will start to owe interest. This will be simple interest calculated from September 14, 2021 at 2.00% annually on the balance outstanding.
7. If the unit is not vacated on or before September 13, 2021, then starting September 14, 2021, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

8. 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 September 14, 2021. The Sheriff is requested to expedite the enforcement of this order.

September 8, 2021
Date Issued



Richard Ferriss
Member, Landlord and Tenant Board

Northern-RO
199 Larch Street, Provincial Building, Suite 301
Sudbury ON P3E5P9

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 March 14, 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.