



Order under Section 68  
**Residential Tenancies Act, 2006**

**File Number:** NOL-43314-21

**In the matter of:** 608, 280 OAKWOOD AVENUE  
NORTH BAY ON P1B9G2

**Between:** Westwinds Apartments Landlord

**and**

Nathan Madison Tenant

Westwinds Apartments (the 'Landlord') applied for an order to terminate the tenancy and evict Nathan Madison (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 via videoconference on October 14, 2021. Only the Landlord's legal agent, K. Gunton, and legal representative, K. Klein, attended the hearing. As of 1:25 p.m., the Tenant was not present or represented although properly served with notice of this hearing by the Board.

**Determinations:**

1. The Landlord alleged that the Tenant, an occupant of the Tenant's rental unit or a person permitted in the residential complex by the Tenant has substantially interfered with the Landlord's and the other tenants' reasonable enjoyment of the residential complex. The Landlord served on the Tenant an N5 notice of termination on October 30, 2020 and a second N5 notice of termination on April 27, 2021.
2. The Tenant was given a first Notice of Termination under section 65. This notice was void because the Tenant corrected the problem within the time period set out in the notice. Serving a second Notice of Termination was permissible pursuant to Section 67 of the Act.
3. At the hearing, K. Gunton, an employee of the Landlord, testified that the conduct that led to the service of the second N5 notice was as follows:
  - Unmasked persons attended and stayed in the Tenant's unit in breach of the Province's stay-at-home order and mask mandate;
  - Excessive noise from the unit consisting of loud music, banging and yelling late at night, requiring police attendance;

- Excessive noise in the hallway and from the unit from an unknown male and female occupant of the unit.
4. Based on the uncontested evidence of K. Gunton, I find that this conduct has substantially interfered with the Landlord's and the other tenants' reasonable enjoyment of the residential complex.
  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.
  6. The Landlord submitted that it would be prejudicial to the Landlord to preserve this tenancy based on various incidents that occurred after the service of the second N5 notice. K. Gunton testified that on June 2, 2021, the director of operations and another employee attended to an incident outside unit 608 due to reports of an unidentified man passed out in the hallway. Upon attendance, the man stated he was an occupant of unit 608. The man threatened the employees with a metal makeshift weapon. He continued to threaten the two employees, telling one he was going to hurt her and that he had a bomb. The police were called in response to this incident.
  7. On August 4, 2021, a man identifying himself as an occupant of unit 608 was sitting in the stairwell and smoking. Employees of the Landlord asked him to leave, to which he said, "Watch your backs." The police were called in response to this incident.
  8. On August 24, 2021, the Tenant blocked the entrance of a staff member, made strange movements towards her and followed her down the hallway. The staff member has since felt unsafe to be in the lobby alone.
  9. On October 7, 2021, other tenants have reported that a dog in the Tenant's unit was being neglected.
  10. Based on the foregoing, the Tenant and/or his occupants have engaged in conduct demonstrating that he is unwilling to preserve this tenancy. As such, I find that it would be unfair to grant relief from eviction.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated, as of November 8, 2021. The Tenant must move out of the rental unit on or before November 8, 2021.
2. The Tenant shall pay to the Landlord \$698.70, which represents compensation for the use of the unit from May 12, 2021 to October 28, 2021.
3. The Tenant shall also pay to the Landlord \$4.11 per day for compensation for the use of the unit from October 29, 2021 to the date the Tenant moves out of the unit.
4. The Tenant shall also pay to the Landlord \$201.00 for the cost of filing the application.

5. If the Tenant does not pay the Landlord the full amount owing on or before November 8, 2021, the Tenant will start to owe interest. This will be simple interest calculated from November 9, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before November 8, 2021, then starting November 9, 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 November 9, 2021.

**October 28, 2021**  
**Date Issued**

  
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Camille Tancioco  
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 May 9, 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.