



Order under Section 69
Residential Tenancies Act, 2006

File Number: EAL-93132-20

In the matter of: 8, 830 HIGHWAY 2
KINGSTON ON K7L4V1

Between: 1573886 Ontario Inc. Landlord

and

James Mullin Tenant

1573886 Ontario Inc. ('OntInc' or the 'Landlord') applied for an order to terminate the tenancy and evict James Mullin ('JM' or 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 (N5 notice of termination); 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 (N6 notice of termination); and 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 (N7 notice of termination). The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date. (the L2 application)

This L2 application was heard by videoconference on July 21, 2021.

Only the Landlord's Legal Representative, Roman Komarov ('LLR'), and the Landlord's Agent, Sierra Smith ('LLA'), attended the hearing. As of 10:25 am, the Tenant was not presented or represented at the hearing, which commenced to be heard on an uncontested basis.

Determinations:

1. The Landlord's application is based on an N5 Notice of Termination, an N6 Notice of Termination and an N7 Notice of Termination that were all served on November 11, 2021. The Landlord's notices provide several details in a Schedule "A" concerning the Tenant's actions in the rental unit or on the residential property, including: the Tenant has kept the rental unit and complex in a substandard level of cleanliness and organization (including the dumping of bicycle parts, bags of garbage, human feces, rotting food); the Tenant has blocked entrances with garbage/junk strewn which is a fire and safety hazard to the Tenant and other tenants of the building; the Tenant has not cooperated with the Landlord's pest control company in the treatment of cockroaches; the Tenant has fed the Landlord's dog with unsuitable food causing digestive issues for the dog; and the Tenant

spray painted his bicycle on the residential property without any protective covering for his spraying of paints. If successful with the application, the Landlord is seeking termination of the tenancy.

2. LLA is responsible for the daily administrative duties of the Landlord.
3. In respect of the Schedule "A" claim details, LLA attested to the accuracy of claims regarding the various actions done by the Tenant as set out in the three notices of terminations. She also stated her belief that the Tenant vacated the unit as of February 8, 2021, which is the date when her staff had called for an ambulance to assist the Tenant. LLA has tried to find the whereabouts of the Tenant by contacting his sister and a tenant-assist company called "Home Base Housing", but to no avail.
4. LLR submitted the Landlord's belief that the Tenant has abandoned the unit as of February 8, 2021, which is supported by the Tenant not having paid any rent for a long while. LLR cited another associated application (L1 application) under EAL-96078-21, which is awaiting a scheduled hearing date.
5. The rental unit may still have some of the Tenant's belongings, but LLA confirmed that there have been no attempts by the Tenant to enter the rental unit since February 8, 2021.
6. Based on the uncontested testimony and the Schedule "A" details that were led, I find that on a balance of probabilities, the Tenant has substantially interfered with the Landlord's and other tenants' reasonable enjoyment of the residential complex or with a lawful right, privilege or interest of the Landlord, and as well, has seriously impaired the safety of another person and the incident took place in the rental unit building. I make these two findings because of the unsanitary actions by the Tenant of dumping or leaving rotting food, garbage and human feces about the rental unit and complex, the blocking of entrances by the Tenant leaving his garbage and junk there; and because of the apparent lack of cooperation with the pest control company by the Tenant in respect of treating the cockroach infestation.
7. I make no finding concerning the illegal activity claimed in the N6 notice, as there was nothing led or testified-to, to advance or perfect that claim during the hearing.
8. On a balance of probabilities, the Tenant vacated the rental unit, and so I find the tenancy terminated as of February 8, 2021.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated, as of February 8, 2021, the date when the Tenant abandoned the rental unit, giving vacant possession back to the Landlord.
2. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.

3. If the Tenant does not pay the Landlord the full amount owing on or before November 19, 2021, the Tenant will start to owe interest. This will be simple interest calculated from November 20, 2021 at 2.00% annually on the balance outstanding.



Alex Brkic
Member, Landlord and Tenant Board

November 8, 2021

Date Issued

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

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.