



Order under Section 69  
**Residential Tenancies Act, 2006**

**File Number:** CEL-02502-21

**In the matter of:** 55, 1095 MISSISSAGA STREET WEST  
ORILLIA ON L3V6W7

**Between:** Carolyn Magee Landlords  
Jack Lewis

**and**

Cage Reed Tenants  
Paige Teachout

Carolyn Magee and Jack Lewis (the 'Landlords') applied (**L2 Application**) for an order to terminate the tenancy and evict Cage Reed and Paige Teachout (the 'Tenants') because they have wilfully or negligently caused undue damage to the premises. The Landlords has also applied for an order requiring the Tenants to compensate the Landlords for the damage; and because they have substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlords. The Landlords also claimed compensation for each day the Tenants remained in the unit after the termination date.

Carolyn Magee and Jack Lewis (the 'Landlords') applied (**L1 Application**) for an order to terminate the tenancy and evict Cage Reed and Paige Teachout (the 'Tenants') because the Tenants failed to pay rent that they owe. The Landlords and the Tenants filed a written payment agreement with the Board on September 1, 2021 to resolve the Landlords' application.

Both applications were heard by video conference on December 16, 2021.

The Landlord, Jack Lewis, the Landlords' Legal Representative, Suzanne Cornish, and the Tenants attended the hearing.

**Determinations:**

**Landlord's L1 Application**

1. The Landlords and the Tenants filed a written Payment Agreement with the Board on September 1, 2021 to resolve the Landlords' application.
2. The agreement reached by the Landlords and the Tenants resolves the subject-matter of the Landlords' application.

3. The agreement has been signed by the Landlords and the Tenants.
4. The agreement was filed with the Board before the hearing of the Landlords' application commenced.
5. At the time of the hearing, this payment agreement had already started as payments are currently being made by the Tenants.
6. As a result of this agreement, the hearing scheduled for December 16, 2021 for this application has been cancelled as the matter has been settled with the payment agreement already in place.

**Landlord's L2 Application**

7. On July 13, 2021, the Landlords served the Tenants an N5 Notice of Termination (N5) with a termination date of August 31, 2021. This was the first N5 notice served to the Tenants which allowed the Tenants to be able to void the N5 notice if they corrected their behaviour and paid \$2,400.00 for damages caused to the rental unit within 7 days of being served.
8. The Tenants are in possession of the rental unit.
9. The lawful monthly rent is \$1,400.00.
10. The Landlords collected a rent deposit of \$1,400.00 from the Tenants and this deposit is still being held by the Landlords.
11. Interest on the rent deposit is owing to the Tenants for the period from June 1, 2019 to August 31, 2021.
12. The Landlords' Legal Representative submitted that the Tenants are responsible for the following:
  - (a) On or about March 25, 2020, the Landlords were notified by the condo board by letter of the Tenants parking in areas not designated for their use. The Tenants promised to remedy this.
  - (b) On or about May 1, 2020, the Landlords were again notified by the condo board of the parking rules being broken.
  - (c) On or about September 28, 2020, the Landlords were notified by condo board of the Tenants encroaching on common areas with kid's toys impeding landscapers from doing their job. Tenants were notified by Landlords.

- (d) On or about February 4, 2021, the Landlords were notified by condo board of Tenants parking their vehicles in the fire lane. The Tenants were also operating snowmobiles which are strictly prohibited in the complex.
- (e) On or about April 21, 2021, the Landlords were notified by condo board that the Tenants installed a chain link fence in the common area of the complex without permission. The chain link fence was ordered taken down, however, the posts still remained as they were anchored in cement. The posts were to be removed and ground repaired at Tenants expense.
- (f) On or about June 26, 2021, the Landlords were notified by the condo board of the Tenants having a party on June 19, 2021. There were many complaints regarding multiple vehicles parked in the common areas, loud music and foul language into the early morning hours. The superintendent also complained of the garbage that was not cleaned up. There are multiple complaints from other residents regarding the Tenants' actions interfering with their rights to quiet enjoyment of their homes and common elements and the condo board wants the Tenants to cease and desist and not repeat these behaviours. There was also an offensive banner hanging from the Tenants residence which the Tenants were ordered to remove.
- (g) On or about July 7, 2021, the Landlords discovered the front door along with the locks had been changed by the Tenants without permission. This leaves the Landlords without a key to their property which is contrary to s.34 [repair of damages] and s.35(1) [changing locks] of the *Residential Tenancies Act, 2006*. The Landlords asked the Tenants for a key to be provided, or the original door and lockset be re-installed at the Tenants' expense. The Tenants have not complied.
- (h) On or about July 6, 2021, the Landlords performed a walk-through inspection of the rental unit. There were many areas of physical damage and pictures of each of the damages were submitted as evidence to the Board. The damages included the master bedroom door frame, the small bedroom door, the bathroom sink, the bathroom wall, the bathroom cabinet, the hallway wall, the kitchen wall and baseboard, the kitchen ceiling, the basement wall, the basement stairs wall, and the wall by the front door. The total damages to the rental unit total \$2,400.00. The Landlords also reported dangerous clutter in three separate areas that were a potential fire hazard.
- (i) The Landlord's Legal Representative also added that when the Tenants moved in they asked Landlords to allow one pet, a small family dog. However, since then that dog appears to be gone and has been replaced with another dog, a cat and two fully grown rabbits. This was done without the consent of the Landlords and violates the rules of the condo board.

13. The Landlord, Jack Lewis, then submitted that the condo corporation is currently seeking legal action against the Landlords due to the constant bad behaviour of the Tenants. He stated that he has been patiently trying to work with Tenants for almost two years but he is being threatened with losing ownership of his property due to the amount of complaints and that Landlords are deemed responsible for their Tenants' actions.
14. At the hearing, the Tenants could not provide sufficient explanations or any evidence of their own to counter any of the Landlords' evidence.
15. The Landlords' Legal Representative stated that due to the actions of the Tenants and the fact the Tenants have not rectified their behaviour as well as the Tenants have not paid for the damages they are responsible for, the Landlords are seeking to evict the Tenants.

#### Findings

16. On the balance of probabilities, I find that the Tenants' behaviour has substantially interfered with Landlords' reasonable enjoyment and lawful rights regarding the rental unit. I also find that the Tenants' actions have caused the Landlords to be at risk of losing their property within the condo corporation.

#### Relief From Eviction

17. 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 not be unfair to postpone the eviction until February 28, 2022 pursuant to subsection 83(1)(b) of the Act. This would allow the Tenants the time to find another place to live.
18. 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 Landlords and the Tenants is terminated, as of **February 28, 2022**. The Tenants must move out of the rental unit on or before February 28, 2022.
2. The remaining balance owing on the Payment Agreement (from the L1 Application) filed with the Board on September 1, 2021 shall become payable on February 28, 2022.
3. The Tenants shall pay to the Landlords **\$2,400.00**, which represents the reasonable costs of repairing the damage and/or replacing the damaged property.
4. The Tenants shall pay to the Landlords **\$4,413.18**, which represents compensation for the use of the unit from September 1, 2021 to January 5, 2022, less the rent deposit and interest the Landlords owe on the rent deposit.
5. The Tenants shall also pay to the Landlords **\$46.03** per day for compensation for the use of the unit from January 6, 2022 to the date they move out of the unit.

6. If the Tenants do not pay the Landlords the full amount owing on or before February 28, 2022, they will start to owe interest. This will be simple interest calculated from March 1, 2022 at 2.00% annually on the balance outstanding.
7. If the unit is not vacated on or before February 28, 2022, then starting March 1, 2022, the Landlords 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 Landlords on or after March 1, 2022.

**January 5, 2022**  
**Date Issued**

*Michael Di Salle*

Michael Di Salle  
Member, Landlord and Tenant Board

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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 September 1, 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.