



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

Citation: GALAXY VALUE ADD ONTARIO PROPERTIES LP v Booker, 2024 ONLTB 2640

Date: 2024-01-11

File Number: LTB-L-090149-23

In the matter of: B0003, 2920 FAIRLEA CRES OTTAWA
ON K1V8T9

Between: GALAXY VALUE ADD ONTARIO PROPERTIES LP Landlord

And

Andre Booker Tenant

GALAXY VALUE ADD ONTARIO PROPERTIES LP (the 'Landlord') applied for an order to terminate the tenancy and evict Andre Booker (the 'Tenant') 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.

This application was heard by videoconference on December 22, 2023.

Only the Landlord attended the hearing. The Landlord was represented by Lana Mai. Jessica Reid (JS) and William Skene (WS) appeared as witnesses for the Landlord.

As of 9:49 am, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated effective March 6, 2024.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On October 24, 2023, the Landlord served the Tenant an N6 notice of termination (the 'N6') by mail. The notice of termination alleges that the Tenant threatened Landlord's employees and other residents of the residential complex on several occasions. It also

alleged that on September 6, 2023 the Tenant assaulted an employee of the Landlord, WS, by attacking and punching him while he was cleaning.

4. JR and WS testified about the events outlined in the N6 and about the Tenant's conduct more generally. I found their evidence to be detailed and credible.
5. WS was able to recall the events of September 6, 2023 in great detail. On that date WS was suddenly attacked while he was cleaning the laundry room. He didn't see the Tenant until the Tenant started punching him. The Tenant punched him three times before WS

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was able to get away from the Tenant. WS testified that there was no significant history between him and the Tenant. WS had no idea why the Tenant attacked him.

6. Police was called and WS obtained a restraining order against the Tenant and now works in a different building owned by the Landlord. He continues to fear the Tenant.
7. JR is a property manager at the residential complex. She saw video recording of the assault and she received complaints about the Tenant's conduct from other residents. She testified that the Tenant has been a continued threat to other residents and to Landlord's employees. The Tenant has attempted to start physical altercations with other on multiple occasions and has continued to do so since receiving the N6.
8. Based on the Landlord's uncontradicted evidence I find that the Tenant has committed an illegal act in the residential complex by assaulting WS on September 6, 2023.
9. Assault is an illegal act contrary to section 265(1) of the Criminal Code of Canada. It is a serious offence and I find that the Tenant committed an illegal act within the meaning of the Residential Tenancies Act by assaulting WS.
10. 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. The Landlord's evidence was that the Tenant has been continuously threatening the Landlord's employees and other residents. The Tenant did not attend the hearing to request relief from eviction and the nature of the events giving rise to this application weighs heavily against granting any relief.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord's application did not claim per diem compensation and therefore no per diem compensation for any arrears of rent will be ordered.
13. There is no last month's rent deposit.
14. This order contains all of the reasons herein. No further reasons shall issue.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 6, 2024.
2. If the unit is not vacated on or before March 6, 2024, then starting March 7, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 March 7, 2024.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.

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5. If the Tenant does not pay the Landlord the full amount owing on or before March 6, 2024, the Tenant will start to owe interest. This will be simple interest calculated from March 7, 2024, at 7.00% annually on the balance outstanding.

March 1, 2024**Date Issued**_____
Vladimir Nikitin

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor,
Toronto ON M7A 2G6

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 of the Tenant expires on September 1, 2024 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.

