



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

**Citation:** Homestead Land Holdings Limited v Joynt, 2024 ONLTB 6464

**Date:** 2024-01-24

**File Number:** LTB-L-036646-23

**In the matter of:** 1111, 27 CARDIGAN ST  
GUELPH ON N1H7V6

**Between:** Homestead Land Holdings Limited

Landlord

**And**

Paul Joynt

Tenant

Homestead Land Holdings Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Paul Joynt (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 by videoconference on January 15, 2024.

Only the Landlord's agent, Tanya Rose, attended the hearing.

As of 9:41 a.m., 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 as of February 4, 2024.

2. The Tenant was in possession of the rental unit on the date the application was filed.

### N5 Notice of Termination

3. The Landlord's application is based on two N5 notices. On March 21, 2023, the Landlord gave the Tenant a first, voidable N5 notice of termination, alleging "substantial interference" under s. 64 of the *Residential Tenancies Act, 2006* (the 'Act'). Therefore, the

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Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the Act.

4. On May 5, 2023, the Landlord gave the Tenant a second N5 notice of termination. The notice of termination contains the following allegations: that the Tenant bring their unit up to an acceptable state of cleanliness in accordance with part 13 Maintenance and Repairs of their lease agreement., in order for the Landlord to so preventative pest control treatment.Landlord's evidence
5. The Landlord's agent, submitted that the Tenant has failed to maintain the rental unit in an ordinary state of cleanliness.
6. Section 33 of the Act states:

The tenant is responsible for ordinary cleanliness of the rental unit, except to the extent that the tenancy agreement requires the landlord to clean it.

7. The Landlord's agent submits that the Tenant has been given multiple opportunities to bring the rental unit to a state of cleanliness so that they can prepare for preventative treatment for pest control. On March 20, 2023, a housekeeping inspection took place. It was noted that multiple containers were littered throughout the unit, dirty dishes were piled in the sink and on the counters. Garbage bags were piled up the walls and no clear points of egress are present. There was open food and discarded leftovers throughout the unit. On March 29, 2023, a follow up housekeeping inspection took place. It was noted that no improvement had been made in clean up efforts. It appeared that no cleaning has been attempted and the piles continued to grow. On May 1<sup>st</sup>, 2023, another follow-up housekeeping inspection was completed. During these months there was no improvement in the unsanitary condition of the rental unit.
8. Based on the uncontested evidence before me, I am satisfied on a balance of probabilities that the Tenant has failed to maintain the rental unit in an ordinary state of cleanliness. The Landlord was able to provide photos from each inspection establishing that there is an excessive level of clutter or lack of cleanliness in the rental unit. Therefore, I am satisfied that the Tenant's conduct has substantially interfered with the reasonable enjoyment of the

residential complex or a lawful right, privilege or interest of the Landlord or another tenant. The nature of the disruption is that the Landlord is prevented from conducting preventative pest control treatment.

9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. At the hearing, the Landlord confirmed that the Tenant's rent is up to date. Therefore, I am satisfied that the rent has been paid up to January 31, 2024.
11. The Landlord collected a rent deposit of \$1,042.07 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$31.48 is owing to the Tenant for the period from November 1, 2022 to January 15, 2024 .
12. In accordance with subsection 106(10) of the *Residential Tenancies Act, 2006*, (the 'Act') the last month's rent deposit shall be applied to the rent for the last month of the tenancy.

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### Relief from Eviction

13. 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 Tenant did not attend the hearing and so I do not receive any evidence or submissions from him with respect to his willingness or ability to bring the unit to an ordinary state of cleanliness.
14. Under these circumstances I do not find it appropriate to grant relief from eviction. The history of the matter demonstrates that the Tenant is not willing or able to maintain the unit in a good state of cleanliness.

### **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 February 11, 2024.
2. If the unit is not vacated on or before February 11, 2024, then starting February 12, 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 February 12, 2024.
4. The Tenant shall also pay the Landlord compensation of \$35.96 per day for the use of the unit starting February 1, 2024 until the date the Tenant moves 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 February 11, 2024, the Tenant will start to owe interest. This will be simple interest calculated from February 12, 2024 at 7.00% annually on the balance outstanding.

**January 31, 2024**

**Date Issued**

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Teresa Hunt

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 August 5, 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.