



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

Citation: Shafiq v Anderson, 2024 ONLTB 14748

Date: 2024-02-29

File Number: LTB-L-089817-23

In the matter of: Basement, 38 DUGGAN DR BRAMPTON
ON L6Y4H9

Between: Hasan Shafiq Landlord

And

Terry Anderson Tenants
Gavin Anderson

Hasan Shafiq (the 'Landlord') applied for an order to terminate the tenancy and evict Terry Anderson and Gavin Anderson (the 'Tenants') 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 and the act or omission occurred in the residential complex;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the building has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord in a building that has three or fewer residential units and the Landlord resides in the building.

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 February 12, 2024.

The Landlord, the Landlord's Representative, Mode Abdulaziz Alturki, and the Tenant, Gavin Anderson, attended the hearing.

As of 9:54 a.m., the Tenant, Terry Anderson, 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.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. The Tenants have substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord by physically and verbally assaulting the Landlord on the premises where the rental unit is located. Therefore, the Tenants' tenancy is terminated as outlined below.
2. The Tenants were in possession of the rental unit on the date the application was filed.

N7 Notice of Termination

3. On November 14, 2023, the Landlord gave the Tenant an N7 notice of termination by placing the notice under the door of the rental unit or through a mail slot in the door. The notice of termination contains the following allegations:
 - On October 15, 2023, the Tenant, Gavin Anderson, attacked the Landlord when the Landlord attended the rental unit to collect rent. Mr. Gavin Anderson pushed the Landlord causing his head to hit the wall. The police were called but no charges were laid.
 - On October 24, 2023, the Landlord called the Tenant, Terry Anderson for rent arrears. Mr. Terry Anderson verbally assaulted the Landlord by uttering death threats. This resulted in charges laid against Mr. Terry Anderson for uttering a death threat.

The Incidents

4. The rental unit is located in the basement of a property. The Landlord lives in the upper floors of the property where the rental unit is located. There are three or fewer buildings at the complex.
5. The tenancy began on or about January 1, 2021. Gavin Anderson lives in the rental unit, and his father, Kerry Anderson, comes and goes, but maintains access to the rental unit.
6. The Landlord said that he called Terry Anderson on October 1st and October 2nd, 2023, to collect October's rent. He was told by Terry Anderson to go to the rental unit on October 15, 2023, because the Tenants did not have October's rent available until that time.
7. On October 15, 2023, the Landlord attended the rental unit. The Landlord stated that Gavin Anderson's girlfriend answered the door and began shouting at him, telling the Landlord to go away before she calls the police. She appeared to be there by herself. The Landlord said

that Gavin Anderson pushed the Landlord from behind causing the Landlord to hit his head on the wall. Police were called on that day but did not press charged.

8. Gavin Anderson recalls the events of October 15, 2023, differently. He states that when his girlfriend answered the door, the Landlord pushed his way into the rental unit and tried to grab Gavin Anderson, causing Gavin Anderson to simply fight back. He later stated that the Landlord grabbed his girlfriend.
9. On October 24, 2023, the Landlord stated that he called Terry Anderson about the rent. He stated that during the call, Terry Anderson threatened to kill him. Terry Anderson was charged for uttering a death threat as a result of this incident.
10. The Landlord testified that the incidents that occurred on October 15 and 24, 2023, have caused him to fear for his safety. The Tenants have made him fearful of living in his home, in such close proximity to the Tenants. He stated that, for the most part, he stays with his sister. The Landlord stated that when he is home, he feels that he has to look over his shoulder out of fear that either Terry or Gavin Anderson will attack him.
11. The Landlord stated that he has prior health conditions that are exasperated as a result of the incidents that occurred on October 15 and 24, 2023. He feels unsafe returning to his regular home schedule. The Landlord produced a note from Dr. Ivan Hanna, his family doctor, that indicates that the Landlord's health problems are being aggravated by a "domestic situation." The Landlord stated that the Doctor is referring to his living situation *vis a vis* the Tenants.
12. Gavin Anderson stated that the Landlord has been harassing Terry Anderson about the rent, suggesting that this may have caused the incident on October 24, 2023. Gavin Anderson stated that the Landlord makes things up, specifically in regards to staying at his sister's house. Gavin Anderson said that the Landlord's vehicle is at the property every day and every evening. The Landlord does not deny coming and going to and from the property, only that, for the most part, he stays with his sister.
13. Gavin Anderson said that Terry Anderson no longer lives in the rental unit. He moved to Newfoundland in 2022. Gavin Anderson stated that he cannot recall the last time that Terry Anderson visited the rental unit. However, the Landlord said that Terry Anderson comes and go from the rental unit, and further that he was there recently (ie. Post October 24, 2023). The Landlord described Terry Anderson's vehicle. The Landlord said that he heard Terry Anderson's voice in the basement and felt threatened and scared to go back home. Gavin Anderson denies that this is the case.
14. I find the Landlord's recollection of the events that occurred on October 15 and 24, 2024, more plausible than Mr. Gavin Anderson's explanations. For one thing, Mr. Gavin Anderson changed his recollection of the events on October 15 when probed, and further indicated that his father does not have access nor has visit the rental unit, but when faced with the Landlord's recollection of seeing Gavin Anderson's car at the property, changed his story to

suggest that Gavin Anderson had been parked down the block. This does not seem likely given that the Landlord identified the vehicle as being in front of the property and recalls hearing Terry Anderson's voice below.

15. The Landlord has persuaded me on a balance of probabilities about the incidents that occurred on October 15 and 24, 2023. These incidents occurred at the property. I find that the Tenants' conduct substantially interferes with a lawful right, privilege or interest of the Landlord. Cumulatively, these incidents rose to a level of serious impairment.
16. Based on the Monthly rent, the daily compensation is \$65.75. This amount is calculated as follows: \$2,000.00 x 12, divided by 365 days.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
18. The Landlord collected a rent deposit of \$1,700.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$0.00 is owing to the Tenant for the period from January 1, 2021.
19. 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.
20. 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 grant relief from eviction pursuant to subsection 83(1)(a) of the Act.
21. The evidence before me supports an expedited eviction. Collectively, the Tenants' behaviour, as detailed in the N7 Notice, specifically, the physical and oral threats to the Landlord's safety, rose to a level of serious impairment of the Landlord's safety at the rental complex.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated on March 1, 2024.
2. The Tenants must move out of the rental unit on or before March 1, 2024.
3. The Tenants shall pay the Landlord \$186.00 for the cost of filing the application.
4. If the Tenants do not pay the Landlord the full amount owing on or before March 1, 2024, the Tenants will start to owe interest. This will be simple interest calculated from March 2, 2024 at a rate of 7% annually on the outstanding balance.
5. If the unit is not vacated by March 1, 2024, then on March 2, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 2, 2024.

7. If the unit is not vacated on or before March 1, 2024, the Tenant shall also pay the Landlord \$65.75 per day for compensation for the use of the unit from March 2, 2024 to the date the Tenant moved out of the unit.

February 29, 2024

Date Issued

Julia Toso

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 6, 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.