



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

**Citation:** Windsor Essex Community Housing Corporation v Dennis, 2024 ONLTB 11933

**Date:** 2024-02-14

**File Number:** LTB-L-017146-23

**In the matter of:** 609, 395 UNIVERSITY AVE E  
WINDSOR ON N9A2Z2

**Between:** Windsor Essex Community Housing Corporation Landlord

**And**

Armah Dennis Tenant

Windsor Essex Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Armah Dennis (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;
- 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 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 6, 2024.

Only the Landlord's agent, Tamara Membreno, attended the hearing. The Landlord was represented by Madeline Whitworth.

As of 10:01AM, 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.

The Landlord's representative testified that a copy of the notice of hearing package was mailed to the Tenant on January 24, 2024 by the Landlord's representative's office.

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 and the claim for compensation in the application. Therefore, an order shall issue terminating the tenancy on February 19, 2024 and requiring the Tenant to pay \$1747.25 in compensation to the Landlord.**
2. The Tenant was in possession of the rental unit on the date the application was filed and continues to be in possession as of the hearing date.
3. By way of background, this tenancy began on December 8, 2022. It is a monthly tenancy in which rent is due on the first of the month in the amount of \$128.00.
4. The residential complex is an apartment building with 100 units; the Tenant resides in a bachelor unit.

Termination of the Tenancy

5. On January 9, 2023, the Landlord gave the Tenant two notices of termination: the N6 and N7, with a termination date of January 31, 2023, pursuant to subsections 66(1) and 61(1) of the Act. These notices allege two assaults performed by the Tenant on other residents/visitors, on the residential complex.
6. The Landlord's witness, TM, testified that on December 29, 2022, the Tenant was seen, through video surveillance footage, assaulting another tenant outside, on the residential complex to the point where the tenant drops to the ground. A copy of the video surveillance footage was submitted into evidence in support of this assertion.
7. TM testified that on January 1, 2023, the Tenant is seen, once again, on video surveillance footage, to assault a male by pushing them to the ground, as they are walking through the residential complex and kicking them continuously. A copy of this footage was also submitted into evidence.
8. The Landlord submits that they have serious concerns regarding the safety of the residents, staff and others who frequent the property, particularly because these attacks by the Tenant are unprovoked and random. The Landlord submits that the building houses a vulnerable population and that the Landlord has a duty to the residential community. As such, the Landlord seeks a termination of the tenancy on an immediate basis given the violent nature of the incidents.

ANALYSIS

9. Based on the evidence before the Board, I find, on a balance of probabilities, that the Tenant has seriously impaired the safety of others and has committed an illegal act on the property on December 29, 2022 and January 1, 2023 when he assaulted individuals on the property, unprovoked.
10. In *Furr v. Courtland Mews Cooperative Housing Inc.*, 2020 ONSC 1175, the Courts find at paragraph 17:

[17] ...In 2276761 Ontario Inc. v. Overall, 2018 ONSC 3264, the Divisional Court made it clear that **serious impairment of safety includes both actual impairment and a real risk of impairment**. In other cases, the Board has held that it is **not necessary that anyone has actually been hurt or injured and that a serious impairment of safety may include:**

- a) the potential for an outcome that has the risk of a substantial negative effect on a person's well-being;
- b) a foreseeable act or omission that could result in or may result in a serious impairment to safety; and
- c) extremely loud and intense arguments could easily result in violence and would be a safety hazard.

[Emphasis added.]

11. In the case before me, there were two actual serious injuries sustained – one by another tenant and one by an individual who was basically in the wrong place at the wrong time, but on the residential complex. These incidents were unprovoked, random and have negatively affected the character of the building as it appears no one is safe when frequenting this residential complex.

Daily compensation, NSF charges, rent deposit

12. The Tenant was required to pay the Landlord \$1,561.25 in daily compensation for use and occupation of the rental unit for the period from February 1, 2023 to February 6, 2024, less any amounts already paid after the application was filed.
13. Based on the Monthly rent, the daily compensation is \$4.21. This amount is calculated as follows: \$128.00 x 12, divided by 365 days.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. There is no last month's rent deposit.

Relief from eviction

16. Given the violent nature of the incidents that have occurred, I do not find a conditional order would be appropriate under the circumstances. I further find that the well-being of the community as a whole and the tenants in that community takes precedence over the rights of the Tenant, as one individual. This is consistent with the decision in *Joseph v. Toronto Community Housing Corporation*, 2013 ONSC 413.
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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
18. The Landlord is unaware of any reason that justifies delaying or denying eviction.
19. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

**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 19, 2024.
2. If the unit is not vacated on or before February 19, 2024, then starting February 20, 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 20, 2024. **The Sherriff is requested to expedite the enforcement of this order.**
4. The Tenant shall pay to the Landlord \$1,561.25, which represents compensation for the use of the unit from February 1, 2023 to February 6, 2024.
5. The Tenant shall also pay the Landlord compensation of \$4.21 per day for the use of the unit starting February 7, 2024 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
20. The total amount the Tenant owes the Landlord is \$1,747.25, less any amounts already paid after the application was filed.
7. If the Tenant does not pay the Landlord the full amount owing on or before February 19, 2024, the Tenant will start to owe interest. This will be simple interest calculated from February 20, 2024 at 7.00% annually on the balance outstanding.

**February 14, 2024**

**Date Issued**

\_\_\_\_\_  
Sonia Anwar-Ali

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 20, 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.