



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

Citation: Hastings Local Housing Corporation v Cooper, 2024 ONLTB 14768

Date: 2024-02-28

File Number: LTB-L-082367-23

In the matter of: 20, 424 BLEECKER AVE
BELLEVILLE ON K8N5R5

Between: Hastings Local Housing Corporation

Landlord

And

Karley Cooper

Tenant

Hastings Local Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Karley Cooper (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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises.

Hastings Local Housing Corporation (the 'Landlord') also applied for an order requiring Karley Cooper (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on January 4, 2024.

Only the Landlord's Representative Shannon Tummon-Graham attended the hearing.

As of 1:20pm, 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 Tenant must vacate the rental unit by March 4, 2024.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N6 notice

3. On October 4, 2023, the Landlord gave the Tenant an N6 notice of termination deemed served on October 9, 2023. The notice of termination alleges an illegal act was committed on the residential complex, specifically trespassing to property, uttering threats, attacking other tenants with a shovel, damaging another tenant's rental unit by throwing a large rock through their window, unlawfully attempting to gain access to another tenant's rental unit, damaging another tenant's front door by attacking it within a propane torch and security, and several arrests.
4. At the hearing, the Landlord called Dylan Becker and Tiffany Rittwage who testified to numerous incidents that occurred at the neighbouring group home which is a separate property and is not part of the residential complex. As a result, these alleged incidents cannot establish the grounds of termination.
5. The Landlord also called Jessica Stewart as a witness who is another tenant in the residential complex and has lived there for more than 3 years with her two children. Ms. Stewart testified that she avoids the playground immediately outside of her and the Tenant's rental units as "she is scary and yells and screams very vulgar things and mentally ill. She will yell and scream about sex trafficking, swear words, and threaten people." Ms. Stewart's children have difficulty sleeping due to the repeated police involvement at the Tenant's rental unit and they experience bad anxiety not being able to leave the doorway unmonitored. Ms. Stewart testified to a specific incident on May 15, 2022 where the Tenant tried to unlawfully gain access to her rental unit and "take my daughter because she thought my daughter was being sex trafficked, at first thought it was her daughter, then said my daughter was being sex trafficked and she tried to enter my property and steal my daughter." Ms. Stewart also testified to an incident on January 2, 2022 where the Tenant again tried to unlawfully gain access to her rental unit through the door.
6. The Landlord also called Kayla Downes as a witness who is another tenant in the residential complex for 3 years. Ms. Downes also testified that she is fearful of letting her children use the playground near the Tenant's rental unit because there have been "ast experiences when she hears children and she screams and yells and thinks we stole her

child she does not have her child with her and tells us to shut the fuck up . . . sometimes she stands in the kitchen window and says fuck you bitch you don't know who you're talking to and makes gun gestures and points to her and head and points at you done to a few other children." Furthermore, on December 18, 2022, Ms. Downes testified that the Tenant threw a huge rock through her neighbour Holly's front kitchen window after unsuccessfully trying to kick in her front door. Holly did not testify at the hearing. Ms. Downes specifically recalls being woken up that day at 7:30am in the morning by the Tenant screaming profanities and trying to break into rental unit 22 and after she was unable to do so "she grabbed a bat to Casey which is number 25 to her car and smashed out back window of Casey's vehicle". The Landlord submitted photos of the property damage to Casey's vehicle as well as a video recording of the incident which depicts the Tenant hitting both the camera with a propane tank and the vehicle. The Tenant was charged with mischief as a result of that incident and the Landlord submitted the charge documents as evidence. This was actually the second time the Tenant was arrested that day as they were arrested earlier at the group home. Ms. Downes also testified that she is afraid the Tenant "will blow us up" as she screams it out all the time from her window that she will blow the residential complex up and there was an incident one week before the hearing where she was awoken to ambulance and fire tracks bringing out 3 BBQ gas tanks and a gas hose from the Tenant's rental unit. The Landlord submitted videos depicting this.

7. The Landlord also called Miranda Jenkins as a witness who is another tenant in the residential complex for 6 years. She lives near the playground and the Tenant. Ms. Jenkins testified to 4 different emails she sent regarding different incidents, including of the window being broken, an argument with another tenant where the Tenant shoved a cart at her, and an incident at the group home where the Tenant went on to the property and was yelling at staff and trying to break in. "She will scream she is going to kill people and hopes people would just die if catch her outside will put hands on people a lot of threats to take your life."
8. The Landlord also called Alyssa Colsante as a witness who is a property manager and has received numerous complaints regarding the Tenant damaging property and threatening others. Ms. Colsante has tried to resolve the issues with the Tenant informally by reaching out to her and discussing with her to no avail. Ms. Colsante testified to the rock incident of the front window broken and her response to it, including issuing after-hours staff to ensure the window was boarded up and secure overnight and her communications with the victim that night. The Landlord submitted a tenant impact statement from the victim of the December 18, 2022 rock incident which describes her children hiding in the closet during the ordeal and the significant impact it has had on them and their anxiety. The victim impact statement also describes being threatened to be killed by the Tenant on other occasions. Ms. Colsante also testified to incidents on February 17, 2023 and March 26-27, 2023 where she received scared phone calls from other tenants informing her that the Tenant was banging on their doors and trying to unlawfully gain access to their rental units. Ms. Colsante also testified to the November 16, 2022 incident where the Tenant was violently swinging a shovel at another tenant which was also submitted as a video.
9. The Tenant has committed illegal acts on the residential complex, specifically on

December 18, 2022 trying to unlawfully gain access to another tenant's rental unit by banging on their door and then throwing a large rock through their front window, and on March 27, 2023 trying to unlawfully gain access to another tenant's rental unit by banging on their door and then damaging their camera with a propane tank as well as their vehicle. The Landlord had several witnesses testify to the former incident and also submitted a victim impact statement. The Landlord also had witnesses testify to the latter incident and submitted videos and photos of the damaged camera and vehicle. While the Landlord's witnesses also testified to several other incidents, these incidents are sufficient for this disposition.

N7 notice

10. On October 4, 2023, the Landlord gave the Tenant an N7 notice of termination deemed served on October 9, 2023. The notice of termination alleges serious impairment of safety and willfully caused damages for the same incidents as in the N6 notice (both were described in an Appendix A overview of all the incidents).
11. For the same incidents described at paragraph 9, the Tenant has seriously impaired the safety of other tenants in the residential complex and willfully caused damages to others' property on the residential complex.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. There is no last month's rent deposit.

Compensation

14. While the Landlord also claimed compensation for the damages of \$1,809.06 in their application, my hearing notes do not have any invoice being submitted. The application also claims various windows were damaged but I do not recall various windows being mentioned at the hearing. As a result, I refrain from making any decision on compensation without prejudice to the Landlord.

Relief from eviction

15. 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 incidents described at paragraph 9 were very serious and had a significant impact on the two other tenants. The video submitted at the hearing involved very violent property damage to the camera and the vehicle. The Landlord's witnesses also testified to numerous other incidents and issues they have experienced with the Tenant beyond the specific grounds for termination. In the circumstances, it would be unfair to grant relief from eviction. The Tenant was also not at the hearing to explain any circumstances for relief.

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 4, 2024.
2. If the unit is not vacated on or before March 4, 2024, then starting March 5, 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 5, 2024.
4. The Tenant shall also pay the Landlord compensation of \$2.79 per day for the use of the unit starting January 5, 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 March 4, 2024, the Tenant will start to owe interest. This will be simple interest calculated from March 5, 2024 at 7.00% annually on the balance outstanding.

February 28, 2024 _____ **Date Issued**

Elan Shemtov

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 28, 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.