



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

Citation: Nagaraja v Crawford, 2024 ONLTB 60349

Date: 2024-08-16

File Number: LTB-L-035059-24

In the matter of: 2, 295 BREBEUF AVE
Sudbury ON P3C5H2

Between: Sripavan Nagaraja Landlord

And

Naomi Crawford Tenant

Sripavan Nagaraja (the 'Landlord') applied for an order to terminate the tenancy and evict Naomi Crawford (the 'Tenant') 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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on August 7, 2024.

Only the Landlord's legal representative, J. Murray attended the hearing.

K. Lamoureux attended as witness for the Landlord.

As of 1:30 p.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.

It is determined that:

- As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated.
- The Tenant was in possession of the rental unit on the date the application was filed.
- On April 30, 2024, the Landlord gave the Tenant an N7 notice of termination with a termination date of May 15, 2024. The notice of termination contains the following allegations:

- On March 10, 2024, at approximately 6:00 p.m., a severe altercation occurred by one of your guests in your unit and a shooting of another individual occurred.
4. K. Lamoureux testified on behalf of the Landlord. She lives in the unit beside the Tenant's unit. She testified that she arrived home from work on March 10, 2024 and there were police cruisers blocking the road. She testified that she saw a trail of blood on the ground leading to the Tenant's unit and she was told by an officer that there was a shooting in 2-295 Brebeuf Ave.
 5. K. Lamoureux testified that there is traffic in and out of the Tenant's unit 24 hours a day. She testified that she is scared to live at her unit as a result of the shooting and the frequent comings and goings.
 6. The Landlord submitted an article from CTV News dated March 11, 2024. The article details the events that took place on March 10, 2024. In part, the article states:

“When officers arrived on scene, they located a 27 year old man who had sustained what is believed to be a gunshot wound.... While at the Davidson Street scene, police located a trail of blood that led to a residence on Brebeuf Avenue.... Through investigation, it is believed that the original altercation took place inside the residential unit on Brebeuf Avenue and that the individuals involved fled the area prior to police arrival. “
 7. Based on the uncontested evidence before me, I am satisfied, on a balance of probabilities, that a person permitted in the residential complex by the Tenant seriously impaired the safety of other people. This conduct occurred in the residential complex.
 8. The Tenant was required to pay the Landlord \$2,485.56 in daily compensation for use and occupation of the rental unit for the period from May 16, 2024 to August 7, 2024.
 9. Based on the Monthly rent, the daily compensation is \$29.59. This amount is calculated as follows: \$900.00 x 12, divided by 365 days.
 10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
 11. The Landlord collected a rent deposit of \$900.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$48.77 is owing to the Tenant for the period from December 1, 2021 to August 7, 2024 .
 12. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
 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 to contest the Landlord's application or to provide the Board submissions with respect to her circumstances.

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 August 21, 2024.
2. If the unit is not vacated on or before August 21, 2024, then starting August 22, 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 August 22, 2024.
4. The Tenant shall pay to the Landlord \$2,485.56, which represents compensation for the use of the unit from May 16, 2024 to August 7, 2024.
5. The Tenant shall also pay the Landlord compensation of \$29.59 per day for the use of the unit starting August 8, 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.
7. The Landlord owes \$948.77 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
8. The total amount the Tenant owes the Landlord is \$1,722.79.
9. If the Tenant does not pay the Landlord the full amount owing on or before August 21, 2024, the Tenant will start to owe interest. This will be simple interest calculated from August 22, 2024 at 7.00% annually on the balance outstanding.

August 16, 2024
Date Issued

Emily Robb
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 February 22, 2025 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.