



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

**Citation:** 255 Simcoe Street Holdings v Deagle, 2024 ONLTB 21157

**Date:** 2024-05-13

**File Number:** LTB-L-080011-23

**In the matter of:** 408, 255 SIMCOE ST N  
OSHAWA ON L1G4T4

**Between:** 255 Simcoe Street Holdings Landlord

**And**

George Deagle Tenant  
Helen Krendler

255 Simcoe Street Holdings (the 'Landlord') applied for an order to terminate the tenancy and evict George Deagle and Helen Krendler (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 February 27, 2024.

Only the Landlord's Agent, Kathy Bucan, attended the hearing.

As of 10:15 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 on April 15, 2024.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. **N7 Notice of Termination**

On October 10, 2023, the Landlord gave the Tenant an N7 notice of termination. The notice of termination contains the following allegations:

- On October 10, 2023, the Tenant forcefully entered unit 308 of the residential complex and threatened the tenant who resides there.

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#### 4. **Serious Impairment of Safety**

According to the Landlord's Agent's testimony, on October 10, 2023, the Tenant, George Deagle, was served with an N5 notice, unrelated to this application, which prompted the Tenant to forcefully enter unit 308 of the building, accusing that neighbouring tenant of making complaints against him.

5. The tenant of unit 308 subsequently called the building head office, spoke with staff as well as the Landlord's Agent, and explained the incident.
6. According to the testimony of the Landlord's Agent, the tenant of unit 308 was fearful of testifying, and so did not attend the hearing today.
7. S. 15 of the *Statutory Powers Procedure Act, R.S.O. 1990* provides that "a tribunal may admit as evidence at a hearing, whether or not given or proven under oath or affirmation or admissible as evidence in a court... any oral testimony."
8. While the testimony of the Landlord's Agent is hearsay, based on the account of the tenant in unit 308, I am satisfied that it holds sufficient weight to determine this application for the landlord.
9. Section 66 of the Act provides:
  - 66 (1) A landlord may give a tenant a notice of termination of the tenancy if,
    - (a) an act or omission of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant seriously impairs or has seriously impaired the safety of any person; and
    - (b) the act or omission occurs in the residential complex.
10. While threat, in and of itself, does not, per se, result in a serious impairment of safety, it is the combination of this behavior with the forceful entry into another tenant's unit in order to threaten them that raises the circumstances in this case to the level of a serious impairment of safety.
11. In the absence of evidence to the contrary, I find that the Tenant has seriously impaired the safety of the Tenant in unit 308 of the residential complex by forcing their way into another tenant's unit and threatening them. This conduct occurred in the residential complex.

**12. Daily compensation, rent deposit**

The Tenant was required to pay the Landlord \$8,718.90 in daily compensation for use and occupation of the rental unit for the period from October 21, 2023 to February 27, 2024.

13. Based on the Monthly rent, the daily compensation is \$67.07. This amount is calculated as follows: \$2,040.00 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.

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15. The Landlord collected a rent deposit of \$2,040.00 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 June 1, 2023.
16. 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.

**17. Relief from eviction**

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.

**It is ordered that:**

1. The tenancy is terminated as of April 24, 2024.
2. If the unit is not vacated on or before April 24, 2024, then starting April 25, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. The Tenant shall pay to the Landlord \$8,718.90, which represents compensation for the use of the unit from October 21, 2023 to February 27, 2024.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. The Landlord owes \$2,040.00 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.
6. The total amount the Tenant owes the Landlord is \$6,864.90.
7. If the Tenant does not pay the Landlord the full amount owing on or before April 24, 2024, the Tenant will start to owe interest. This will be simple interest calculated from April 25, 2024 at 7.00% annually on the balance outstanding.

**May 13, 2024**

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**Date Issued**

Lucas Gindin  
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 November 25, 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.

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