



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

Citation: 1000204978 Ontario Limited v Bah, 2024 ONLTB 22585

Date: 2024-03-28

File Number: LTB-L-083027-23

In the matter of: #1, 2910 KEELE ST
NORTH YORK ON M3M2H1

Between: 1000204978 Ontario Limited Landlord

And

Hadja Maimouna Bah Tenant

1000204978 Ontario Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Hadja Maimouna Bah (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 first heard on January 10, 2024 and was attend by the Landlord's agent Lingyan Lu, the Landlord's legal representative Pui Sze Cheung, the interpreter for the Landlord's agent, Emily Wang, the Tenant and the Tenant's legal representative Ali Golabgir.

The second hearing was heard by videoconference on March 20, 2024 where only the Landlord was represented by the same parties.

As of 10:04 am, 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:

Preliminary Issue – The Tenant's Absence

1. At the March 20, 2024 hearing, the Tenant nor the Tenant's legal representative were present.
2. The Board record indicates that the Tenant consented to receiving LTB communication via email and the Tenant's legal representative's email was provided as the contact. I note, the record does not show Ali Golabgir as the representative on record. However, he

attended the January 10, 2024 hearing which was adjourned for lack of time. The matter was to resume with cross examination of the Landlord's agent.

3. The Board record contains an email dated January 23, 2024 from the LTB to the Tenant's legal representative. The email included the Notice of Hearing. The email was not returned as undeliverable.
4. To ensure the Tenant and the Tenant's legal representative were aware of the hearing, I stood the matter down while LTB administrative staff contacted the Tenant's legal representative. He advised the LTB that he had spoken with the Tenant, the Tenant did not intend to participate at the hearing and was preparing to vacate the rental unit. He also advised that the Tenant did not wish for him to continue to represent her at the LTB.
5. I was satisfied, based on the submissions, that the Tenant was aware of the hearing and chose not to attend. Accordingly, the matter proceeded as uncontested. The matter resumed with the Landlord's final submissions and consideration of relief from eviction.

The L2 Application.

6. 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, the tenancy shall terminate as detailed below.
7. The Tenant was in possession of the rental unit on the date the application was filed.
8. The tenancy began around February 2022.
9. The lawful monthly rent is \$1,281.25.
10. The rental unit is an apartment in a multi unit complex.

N7 Notice of Termination – Serious Impairment of Safety

11. On October 16, 2023, the Landlord gave the Tenant an N7 notice of termination alleging that the Tenant has seriously impaired the safety of another person and this behaviour occurred in the residential complex. The notice alleges that the Tenant physically assaulted the Landlord's agent at the residential complex and pushed her to the ground, knocking her mobile phone from hand. The Landlord's agent sought medical treatment as a result of the aggressive attack and Police were contacted.
12. The Landlord's disclosure included various communications, videos, photographs medical and police reports.
13. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the evidence and oral testimony when making my determinations.
14. As explained at the onset of the hearing, in order to be successful on this ground, the Landlord must establish that the effect of the Tenant's/occupant's/guest's actions threatens or has threatened the well-being or physical integrity of another person to such a degree that termination of the tenancy is reasonable in order to ensure the safety of others.

15. I also explained that an N7 notice of termination is for short notice termination, with no opportunity for the Tenant to rectify the issues. This type of application is given priority eviction by the Sheriff. I believe the legislature intended to reserve this application for the most serious of situations. I also explained that there are other grounds for termination available for less serious conduct.
16. The Landlord witness Lingyan Lu (LL) is Property Manager for the Landlord. She testified that on September 9, 2023, she attended the residential complex as a result of a complaint about the garbage. She noticed the Tenant was in the laundry room attending to laundry. As LL was leaving the complex, the Tenant began to chase her and accused her of entering her rental unit without permission. LL said she did not enter the Tenant's unit.
17. The Tenant moved aggressively toward LL, pushed her, knocking her to the ground with such force that LL's phone fell from her hands. The Tenant took the phone and gave to another tenant. LL said the Tenant struck her again and pushed her to the ground. The Landlord's agent reviewed a series of three videos supporting LL's claims as well as medical and police reports and communications.
18. It was the evidence of the Landlord that the Tenant was arrested, charged and the matter is before the courts.
19. LL said the event was traumatizing. She sought medical aid for bruising, scratches and issues with her right leg. LL said the police advised her not to communicate directly with the Tenant and to ensure she has support during any encounters with the Tenant. The Landlord's disclosure included photographs of LL after the altercation, medical and police reports.
20. The Landlord seeks immediate termination of the tenancy as a result of the violent act. LL said she is afraid to go to work and still lives with the trauma of the altercation.

Law and Analysis

21. The Landlord's application is based on a notice of termination under s.66 of the Act which states:

66 (1) A landlord may give a tenant 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.
22. There is no definition of "serious" in the Act or regulations. Black's Law Dictionary defines "serious" as "important, weighty, momentous, grave and great."
23. The Landlord bears the burden of proving, on a balance of probabilities, all of the elements of the grounds for termination, If the Landlord cannot prove that the Tenant has seriously impaired or impairs the safety of others at the residential complex and the act occurred at

the residential complex, the Board has no jurisdiction to terminate the tenancy regardless of whether the alleged conduct occurred.

24. Based on the evidence before the Board and on a balance of probabilities, I find the Landlord has met the burden of proof to terminate this tenancy.
25. The Landlord's evidence of the incident was unchallenged by the Tenant. I am satisfied that the Landlord has proven that the Tenant physically assaulted LL at the residential complex when she pushed her to the ground on more than one occasion. The impact of the incident resulted in LL seeking medical care and treatment and the incident has had a negative impact on LL's safety and wellbeing. As a result, I find the Tenant has seriously impaired the safety of LL.

Daily Compensation and Rent Deposit

26. The Tenant was required to pay the Landlord \$5,917.81 in daily compensation for use and occupation of the rental unit for the period from October 29, 2023 to March 20, 2024.
27. Based on the Monthly rent, the daily compensation is \$42.12. This amount is calculated as follows: \$1,281.25 x 12, divided by 365 days.
28. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
29. The Landlord collected a rent deposit of \$1,250.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$48.30 is owing to the Tenant for the period from April 28, 2022 to March 20, 2024.
30. 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.

Relief from Eviction

31. The Landlord has no knowledge of the Tenant's circumstances or any reason to delay or deny the eviction request.
32. The Tenant did not return to the hearing to testify or defend her position.
33. I also considered the communication from the Tenant's former legal representative regarding the Tenant's instructions and pending move from the rental unit.
34. 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.
35. 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 April 7, 2024. The Tenant must move out on or before April 7, 2024.

2. If the unit is not vacated on or before April 7, 2024, then starting April 8, 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 April 8, 2024. The Sheriff is requested to expedite the enforcement of this order.
4. The Tenant shall pay to the Landlord \$5,917.81, which represents compensation for the use of the unit from October 29, 2023 to March 20, 2024, less any monies already paid to the Landlord.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The Landlord owes \$1,298.30 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.
7. If the Tenant does not pay the Landlord the full amount owing on or before April 7, 2024, the Tenant will start to owe interest. This will be simple interest calculated from April 8, 2024 at 7.00% annually on the balance outstanding.

March 28, 2024
Date Issued

Dana Wren
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 October 8, 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.