



**Order under Section 78(6)  
Residential Tenancies Act, 2006**

**Citation:** Deftac Systems Inc. v Coe, 2024 ONLTB 12513

**Date:** 2024-02-20

**File Number:** LTB-L-097621-23

**In the matter of:** Upper, 33 Jaffray Street New  
Liskeard ON P0J1P0

**Between:** Deftac Systems Inc. Landlord

**And**

Melissa Coe Tenants  
Arnold Marriott

Deftac Systems Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Melissa Coe and Arnold Marriott (the 'Tenants') and for an order to have the Tenants pay compensation for damage they owe because the Tenants failed to meet a condition specified in the order issued by the Board on August 30, 2023 with respect to application LTB-L-021116-22.

A hearing was held by videoconference on February 8, 2024 to consider this application. Only The Landlord's representative Darcy Griffith attended the hearing.

As of 2:30pm, the Tenants were 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. The order provides that the Landlord can apply to the LTB under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenant to terminate the tenancy and evict the Tenants if the Tenants do not meet certain conditions in the order.
2. On August 30, 2023, the Board issued the order granting relief from eviction with the conditions that the Tenants remove and dispose of all garbage in and surrounding the residential complex. The Tenants were also ordered to ensure that all garbage and recycling are stored in designated bins provided to the Tenants for a 12-month period.

3. Photographs and testimony from the Landlord's representative demonstrate that the Tenants are in breach of these conditions. The photographs show garbage in the yard, on decks where the Tenants have exclusive access, and garbage is piled up in front of the window of the tenant's window on the lower level of the residential complex.
4. By-law is frequently warning the Landlord that charges will be laid if the issue is not addressed.
5. I find the Tenants are in breach of the conditions set out in order LTB-L-021116-22.
6. The Landlord is entitled to daily compensation from starting February 9, 2024 until the date the Tenants move out of the unit at a daily rate of \$29.25. This amount is calculated as follows: \$889.55 x 12 months, divided by 365 days.
7. The Tenants did not attend the hearing to make submissions on 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. Order LTB-L-021116-22 is cancelled and replaced with the following:
2. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 2, 2024.
3. If the unit is not vacated on or before March 2, 2024, then starting March 3, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. 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 3, 2024.
5. The Tenants shall pay to the Landlord \$29.25 per day for compensation for the use of the unit starting February 9, 2024 to the date the Tenants move out of the unit.

**February 20, 2024**

**Date Issued**

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Greg Joy

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 September 3, 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.