



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

Citation: City of Cornwall Housing Division v Durocher, 2023 ONLTB 58501

Date: 2023-12-19

File Number: LTB-L-043624-22

In the matter of: 208, 222 SIXTH STREET CORNWALL
ON K6H2N7

Between: City of Cornwall Housing Division Landlord

And

Lorraine Durocher Tenant

City of Cornwall Housing Division (the 'Landlord') applied for an order to terminate the tenancy and evict Lorraine Durocher (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.

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 9, 2023.

Only the Landlord's Agent Margaret Durocher and multiple Landlord's witnesses attended the hearing.

As of 9:53 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 and the claim for compensation in the application. Therefore, the tenancy is terminated as of January 5, 2024.
2. The Landlord's Agent testified that the Tenant is aware of the hearing since she gave the Landlord a copy of her evidence seven days prior to the hearing date, and the Tenant mentioned it to her yesterday that she would be participating.
3. The Tenant was in possession of the rental unit on the date the application was filed.

N5 notices – 1st and 2nd notice

4. The Landlord served the Tenant with the first N5 notice on June 30, 2022 deemed served the same day with a date of termination of July 22, 2022. alleging substantial interference.
5. The first N5 notice alleged the following:
 - a) The Tenant on a daily basis knock on the doors of two other residents' multiple times a day
 - b) The Tenant asked a resident on first floor for cigarettes and on his denial, the Tenant threatened him (no date or time)
 - c) March 11, 2022: The Tenant contacted police that the Tenant above you had stolen your wheelchair, put cameras in Tenant's unit and had Tenant's ex-boyfriend living with her
 - d) March 22, 2022: Tenant called police stating a Tenant from third floor tried breaking into your unit.
 - e) May 15, 2022: Tenant called police alleging another Tenant went into her unit and installed cameras.
 - f) May 18, 2022: Police attended the unit above you because she was hiding your ex.
 - g) Witnesses have seen on multiple occasions that Tenant has put rocks, newspapers etc to keep the entrance doors to residential complex from locking and closing. The building is a secure building/
 - h) Tenant's visitors intimidate other Tenants to open the doors for them to enter.
 - i) Tenant must stop going to other residents' units asking for cigarettes and calling the police on false allegations, stop putting things between the doors to keep them from closing and locking and ask visitors to use intercom and not follow other residents inside.
6. The Landlord served the Tenant with a second, non-voidable N5 on July 29, 2022 deemed served on the same day with a date of termination August 16, 2022. The notice of termination was served pursuant to section 68(1) of the *Residential Tenancies Act, 2006* ("Act") and contains the following allegations besides what was mentioned on the first N5:
 - a) July 20, 2022: Tenant went to another resident's unit and demanded that she had two people known to the Tenant in her unit. When advised there was no one, the Tenant went outside and yelled foul language looking at that unit.

- b) July 25, 2022: The Tenant banged at another resident's unit door, made comments and walked away. Later when the Tenant saw this resident, she started yelling using foul language.
7. The allegations I can consider are those contained in the second N5 notice. The Landlord called several witnesses who were directly impacted by the Tenant's conduct described in the first and second N5 notice. I am only considering the allegations of the second N5.
 8. The first witness brought on was Betty Anderson (BA) who lives in unit# 308 directly above the Tenant's unit. On July 20, 2022 the Tenant accused the Landlord's witness of having her boyfriend at her house. The Tenant was in the hallway, and she saw the Tenant banging at her door and yelling to let Bob out. BA asked her to leave, and the Tenant left. The Tenant then went outside and started yelling at BA's unit using foul language. BA is upset that she was accused of taking her boyfriend she has never met. BA testified to her disability and that the Tenant's actions make her feel unsafe and also causes nuisance to the building.
 9. On July 30, 2023, the Tenant sent police to her door at 3:30 a.m. stating she was playing her music too loud. BA testified she doesn't even own a stereo. The Tenant also complained of loud music to her at 9 a.m. the day before. She feels upset that the Tenant can let her friends in and come to her door or the police will come. BA stated she feels unsafe with the Tenant there.
 10. The Landlord brought another witness Darlene Fillion (DF) from unit 307. DF testified that the Tenant has beef with DF due to her friendship with another resident who was also a friend of the Tenant. She testified that the Tenant threatened her life and pointed her fist in the face. She constantly is threatening to hit her. She feels scared to take the elevator. She feels that the Tenant will come into her unit and steal her money. DF stated that the Tenant makes her nervous. This is in relation to the July 25, 2022 incident.
 11. The Landlord's agent submitted that stated that the residential complex is a diverse building which is occupied with people with learning disability and mental health issues. The Tenant's behaviour causes them significant anxiety and some fear for their safety.
Analysis
 12. Based on the Landlord's uncontested evidence I find that the Landlord has proved that the Tenant speaks rudely with other tenants in the residential complex and has threatened them by going to their doors. The verbal attack of the Tenant is enough to intimidate some of these tenants who are vulnerable and have disabilities. The Tenant has not shown any improvement in her behaviour since the first N5 and the subsequent second N5 that was given to her, till date. She continues to knock and disturb other tenants, and yells and screams at them. The evidence submitted by the Landlord proves that the Tenant has substantially interfered in the reasonable enjoyment of the other tenants in the building via testimony of witnesses who have been directly affected by the Tenant's actions.

Daily compensation and last month's rent deposit

13. The Tenant was required to pay the Landlord \$6,343.96 in daily compensation for use and occupation of the rental unit for the period from August 17, 2022 to August 9, 2023.
14. Based on the Monthly rent, the daily compensation is \$17.72. This amount is calculated as follows: \$539.00 x 12, divided by 365 days.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. There is no last month's rent deposit.

Section 83 considerations

17. 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 delay eviction beyond January 5, 2024, pursuant to subsection 83(1) of the Act.
18. There are incidents reported concerning a new Tenant who moved into the building in March 2023 as well with the Tenant where she has continued her behaviour. She has knocked at her door and walked into her apartment without permission and used foul language. She has called police on the Tenant twice since March 2023 for her behaviour.
19. The Landlord's Agent attested that she has heard from other people that the Tenant may have addiction issues. She has spoken to the Tenant personally many times, but she has never indicated it. The residential complex has other tenants without disabilities but the Tenant targets vulnerable tenants. The building does not have security or cameras. The Landlord's Agent believes that the Tenant will continue with the actions especially towards Cynthia Perralte who is the most vulnerable of the lot. The Landlord must take action towards genuine concerns of other tenants and the Tenant has not shown any improvement in her behaviour.

It is ordered that:

1. The tenancy between the parties is terminated as of January 15, 2024.
2. If the unit is not vacated on or before January 15, 2024, then starting January 16, 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 January 16, 2024.
4. The Tenant shall pay to the Landlord \$6,343.96, which represents compensation for the use of the unit from August 17, 2022 to August 9, 2023 less any rent that the Tenant has paid to the Landlord since August 17, 2022.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.

6. The total amount the Tenant owes the Landlord is \$6,529.96.
7. If the Tenant does not pay the Landlord the full amount owing on or before January 15, 2024, the Tenant will start to owe interest. This will be simple interest calculated from January 16, 2024 at 7.00% annually on the balance outstanding.

December 19 2023

Date Issued

Sheena Brar

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 July 16, 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.