



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

Citation: 2350117 ONTARIO INC v Gratton, 2023 ONLTB 76811

Date: 2023-12-08

File Number: LTB-L-065920-22

In the matter of: 1, 1750 WILSON AVE
NORTH YORK ON M3L1A8

Between: 2350117 ONTARIO INC Landlord

And

Amanda Gratton Tenant

2350117 ONTARIO INC (the 'Landlord') applied for an order to terminate the tenancy and evict Amanda Gratton (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; and
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

2350117 ONTARIO INC (the 'Landlord') **also** applied for an order requiring Amanda Gratton (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on November 14, 2023.

Only the Landlord and Landlord's legal representative E. Page attended the hearing.

As of **1:46 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.

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.

2. The Tenant was in possession of the rental unit on the date the application was filed.

Interference with others:

3. The Landlord's N5 notice of termination alleges that the Tenant substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.
4. At the hearing, the Landlord testified to receiving multiple complaints from other residents in the residential complex. They reported instances of the Tenant and her friends loitering in the building's hallways, creating disturbances including yelling, banging on doors, and smoking. The Landlord outlined specific dates and times of these complaints: August 6, 2022, around 10:00 p.m.; August 12, 14, 18, 20, 2022, between 7:00 p.m. and 11:00 p.m.; September 8, 2022, at approximately 8:00 p.m.; September 16, 2022, around 9:40 p.m.; September 29, 2022, at 9:40 p.m. and 11:40 p.m. The Landlord personally attended the building on these occasions, requesting the Tenant's friends to depart or refrain from lingering in common areas. Moreover, the Landlord noted an incident on September 29, 2022, around 9:40 p.m., where the Tenant directed obscenities at him while discussing the complaints.
5. At the hearing, the Landlord testified that he contacted the local police every time the Tenant's friends caused noise disturbances in the building. The Landlord further testified that he continued to receive complaints from other residents regarding the Tenant and her friends' disruptive behavior between October 10 and October 17, 2022. The N5 notice of termination was served on the Tenant by mail on October 4, 2023, deemed served on October 9, 2023. Based on the Landlord's evidence, I find that the Tenant did not void the N5 notice of termination by stopping the conduct within seven days of receiving the notice in accordance with section 64(3) of the *Residential Tenancies Act, 2006* (the 'Act').
6. The Landlord also testified that this has been an ongoing issue since 2022 and he received additional complaints from other residents in the building on or around November 12, 2023, at approximately 8:00 a.m. They complained that the Tenant was yelling and banging on the hallway door. The Landlord confirmed that he could hear the Tenant's yelling when speaking with other tenants on the phone.
7. The Landlord testified about how the Tenant's conduct significantly impacts both other tenants and himself. He receives nightly calls regarding complains and personally attends to each complaint, significantly affecting his personal life. Furthermore, the Landlord highlighted the fear experienced by other tenants due to the Tenant and her associates' behaviors.
8. At the hearing, the Landlord also alleged that the Tenant has been leaving her personal items in the common hallway from December 1,2, 2021, to present. However, I did not consider this claim because it is not specifically datils alleged in the N5 notice of termination.
9. Based upon the uncontested evidence provided to me at the hearing, I am satisfied, on a balance of probabilities that 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.

Wilful or Negligent Damage Claim

10. The Landlord's application also claimed The Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
11. At the hearing, the Landlord's legal representative presented compelling evidence—a photograph and video footage—showing substantial damage inflicted by the Tenant on the building's hallway door glass and the fire door glass at the back entry. The Landlord testified that the Tenant smashed the fire door glass window on August 1, 2022, leading to the Tenant's arrest for mischief following the Landlord's report to the police. Furthermore, the Landlord testified that the Tenant smashed the window of the building's hallway door on September 18, 2023, at approximately 9:12 p.m. Both doors had to be replaced due to the extensive damage, at a cost of \$1,100.00.
12. At the hearing, the Landlord's legal representative submitted two copies of invoices from a contractor, indicating that the cost to repair the damages amounted to \$1,100.00.
13. Base upon the Landlord's uncontested evidence, I am satisfied, on a balance of probabilities, that the Tenant caused undue damage to the residential complex and that the cost to repair the damage is \$1,100.00.
14. The Tenant did not repair the damage, pay the Landlord the reasonable costs to repair the damage or make arrangements satisfactory to the Landlord within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (Act).
15. 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.

Compensation

16. The Landlord has incurred reasonable costs of \$1,100.00 to repair the damage and replace property that was damaged and cannot be repaired.
17. The Tenant is required to pay the Landlord \$1,100.00 which the Landlord has incurred or will incur for to repair or replace the hallway doors, which were damaged by the Tenant.
18. The Tenant was required to pay the Landlord \$10,647.12 in daily compensation for use and occupation of the rental unit for the period from October 30, 2022 to November 14, 2023.
19. Based on the Monthly rent, the daily compensation is \$27.95. This amount is calculated as follows: \$850.00 x 12, divided by 365 days.
20. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

21. The Landlord collected a rent deposit of \$850.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$130.27 is owing to the Tenant for the period from August 1, 2014 to November 14, 2023 .
22. 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.

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 December 19, 2023.
2. If the unit is not vacated on or before December 19, 2023, then starting December 20, 2023, 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 December 20, 2023.
4. The Tenant shall pay to the Landlord \$10,647.12, which represents compensation for the use of the unit from October 30, 2022 to November 14, 2023.
5. The Tenant shall also pay the Landlord compensation of \$27.95 per day for the use of the unit starting November 15, 2023 until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$1,100.00, which represents the reasonable costs of repairing the damage and replacing the damaged property.
7. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
8. The Landlord owes \$980.27 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.
9. The total amount the Tenant owes the Landlord is \$10,952.85.
10. If the Tenant does not pay the Landlord the full amount owing on or before December 19, 2023, the Tenant will start to owe interest. This will be simple interest calculated from December 20, 2023 at 7.00% annually on the balance outstanding.

December 8, 2023
Date Issued

 Joy Xiao
 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 June 20, 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.