



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

Citation: Windsor Essex Community Housing Corporation v Camphaug, 2023 ONLTB 77051

Date: 2023-12-07

File Number: LTB-L-032337-23

In the matter of: 501, 333 GLENGARRY AVE
WINDSOR ON N9A1P6

Between: Windsor Essex Community Housing Corporation Landlord

And

Shane Camphaug Tenant

Windsor Essex Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Shane Camphaug (the 'Tenant') because:

- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex; and
- 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 November 14, 2023.

Only the Landlord's employee district manager T. Mokhtari ('T.M') and Landlord's legal representative C. Parrott attended the hearing.

As of 1:19 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.

N6 Notice of Termination

2. On March 6, 2023, the Landlord gave the Tenant an N6 notice of termination deemed served on March 6, 2023. The notice of termination contains the following allegations:

The Tenant has committed an illegal act in the residential complex by wielding a corner of a metal bed post and assaulted another resident with it.
3. At the hearing, T.M testified that on January 5, 2023, around 4:15 p.m., the Tenant was captured on the building's security cameras pursuing another resident with a metal pole and striking them on the head in the 5th-floor hallway of the building. The Landlord's legal representative submitted the building's video footage as evidence. The on-duty security guards provided this footage to the Landlord, and the building staff promptly contacted the police. The police responded to the scene and arrested the Tenant for the assault.
4. At the hearing, T.M testified that the incident occurred in the building's common hallway, posing a risk of injury to other tenants exiting their units.
5. At the hearing, the Landlord's legal representative withdrew another allegation from the N6 Notice of Termination, proceeding only with the N6 Notice related to the incident on January 5, 2023

N7 Notice of Termination

6. On March 6, 2023, the Landlord gave the Tenant an N7 notice of termination deemed served on March 6, 2023. The notice of termination contains the following allegations:

The Tenant OR another occupant of the rental unit OR a person permitted in the residential complex by the Tenant has seriously impairs the safety of himself and other residents of the building by removing his smoke detector. This conduct occurred in the residential complex.
7. At the hearing, T.M testified about her inspection of the rental unit on January 13, 2021, noting the Tenant's complete removal of the smoke detector. The Landlord's legal representative presented a photo from this inspection as evidence. T.M testified that the building is 8-floor structure lacking sprinkler systems. With the smoke detector absent, the risk of a fire spreading rapidly within the unit poses a grave danger, especially to residents with limited mobility. T.M further explained the building's connection to a main fire panel on the ground floor, crucial for alerting the fire department promptly. However, the absence of smoke detectors in units could delay the fire panel's response, endangering all residents.
8. The Landlord's legal representative confirmed that the assault incident on January 5, 2023, will also be addressed under the N7 Notice of Termination.
9. T.M stressed during the hearing that the Tenant's use of a metal pole to assault another resident in the common area hallway significantly jeopardizes the safety of all residents.
10. Based on uncontested evidence before me, I am satisfied that:

- the Tenant has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex.
- 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.

Daily compensation

11. The Tenant was required to pay the Landlord \$1,055.64 in daily compensation for use and occupation of the rental unit for the period from March 29, 2023, to November 14, 2023.
12. Based on the Monthly rent, the daily compensation is \$4.57. This amount is calculated as follows: \$139.00 x 12, divided by 365 days.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. There is no last month's rent deposit.

Relief from Eviction:

15. At the hearing, T.M testified that she is the district manger of the Landlord, her job is responsible for the day-to-day operations of the Landlord's buildings at downtown area of Windsor. T.M testified that the Tenant is on the Ontario Disability Support Program ('ODSP'), but the Tenant never disclosed any disabilities to the Landlord. The Landlord is not aware of any circumstances of the Tenant that may cause the Board to deny or delay the eviction.
16. T.M also testified that this is a social housing building comprising approximately 200 RentGeared-to-Income Housing ('RGI') units, exclusively offering bachelor and one-bedroom units. The majority of residents come from homelessness or shelter systems, constituting a vulnerable population within the building. Any incidents involving weapons would undoubtedly cause panic. Additionally, T.M testified that many residents are re-living traumatic experiences they encountered while on the streets.
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 to grant relief from eviction pursuant to subsection 83(1) of the Act.

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 12, 2023.
2. If the unit is not vacated on or before December 12, 2023, then starting December 13, 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 13, 2023.
4. The Tenant shall pay to the Landlord \$1,055.64, which represents compensation for the use of the unit from March 29, 2023, to November 14, 2023.
5. The Tenant shall also pay the Landlord compensation of \$4.57 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 also pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenant owes the Landlord is \$1,241.64.
8. If the Tenant does not pay the Landlord the full amount owing on or before December 12, 2023, the Tenant will start to owe interest. This will be simple interest calculated from December 13, 2023 at 7.00% annually on the balance outstanding.

December 7, 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 13, 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.