



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

**Citation:** Demers v Demers, 2023 ONLTB 70338

**Date:** 2023-10-25

**File Number:** LTB-L-027926-22

**In the matter of:** 5F, 310 CENTRAL PARK DR  
OTTAWA ON K2C4G4

**Between:** Germaine Demers Landlord  
Claude Demers

**And**

Stephane Demers Tenant

Germaine Demers and Claude Demers (the 'Landlord') applied for an order to terminate the tenancy and evict Stephane Demers (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 October 16, 2023.

Only the Landlord and Landlord's Legal Representative David Lyman attended the hearing.

As of 9:29 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. The Tenant was in possession of the rental unit on the date the application was filed.
2. **N5 Notice of Termination**

*Substantial interference*

On April 29, 2022, the Landlord gave the Tenant a first, voidable N5 notice of termination, deemed served by express post on May 4, 2022. Upon inspection of the rental unit, on February 2, 2022, the rental unit was not in a state of cleanliness. On or about February 2, 2022, the Landlord entered the rental unit. The Landlord stated they received a complaint

from the condominium corporation about flies coming from the Tenants' rental unit, these flies also invaded other units. The Landlord stated that the Tenant had left garbage bags in the front entrance of the rental unit, the ceiling had been covered with plastic sheets and foil, and flies were present in the rental unit and hallway before entering the rental unit. Further, the Landlord stated that upon entry into the rental unit, the unit was very humid. On or about February 4, 2022, and April 13, 2022, the Tenant refused the Landlord entry into the rental unit for pest control treatment. The Landlord had contracted Regionex, both times the pest control company was denied entry by the Tenant. The Landlord testified on both occasions, they provided the Tenant one weeks notice of entry and then 2 days before entry, the Landlord sent a reminder. The Landlord stated whether it was the 7 days notice or the 2 days before entry, they had taped the notices of entry to the Tenants' door. The Landlord had noticed, the previous notices that had been taped to the rental unit door was removed. Therefore, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).

3. On May 12, 2022, the Landlord gave the Tenant a second N5 notice of termination, deemed served by express post on May 17, 2022.
4. The notice of termination contains the following allegations on or about May 12, 2022. The Landlords witness Regionex Stephane Proulx a Regionex employee, entered the rental unit. He testified that the rental unit was in a state of uncleanness. He discovered that there was plastic over the walls and ceilings, foil was in some arears of the rental unit, upon entry to the rental unit, flies were located directly in front of the hallway of the rental unit and in the unit, the unit was very humid, "raid" cans had been discovered throughout the entire rental unit, and the fire safety devices had been removed. Because of the state of the rental unit, Mr. Proulx was unable to treat the rental unit for pests.
5. The Landlord's next witness was Mr. Anderw Morin, he testified to the current state of the rental unit. He testified that in the last 2 months he had inspected the rental unit, he discovered the Tenant had a tent in the middle of the living room floor, plastic on the ceilings and walls, there was no fire safety devices in the rental unit. He feared in the event of a fire, the Tenant or others would have no fire detection, as the fire detection system had been removed in the Tenants' unit.
6. Based on the evidence presented by the Landlord, I am satisfied the Tenants' conduct has substantially interferes with a lawful right, privilege, or interest of the Landlord.
7. The Tenant was required to pay the Landlord \$6,693.70 in daily compensation for use and occupation of the rental unit for the period from May 26, 2022 to October 16, 2023.
8. Based on the Monthly rent, the daily compensation is \$13.15. This amount is calculated as follows: \$400.00 x 12, divided by 365 days.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. There is no last month's rent deposit.
11. 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 November 5, 2023.
2. If the unit is not vacated on or before November 5, 2023, then starting November 6, 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 November 6, 2023.
4. The Tenant shall pay to the Landlord \$6,693.70, which represents compensation for the use of the unit from May 26, 2022 to October 16, 2023.
5. The Tenant shall also pay the Landlord compensation of \$13.15 per day for the use of the unit starting October 17, 2023 until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenant owes the Landlord is \$6,879.70.
8. If the Tenant does not pay the Landlord the full amount owing on or before November 5, 2023, the Tenant will start to owe interest. This will be simple interest calculated from November 6, 2023 at 7.00% annually on the balance outstanding.

**October 25, 2023****Date Issued**

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**Anthony Bruno**

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 May 6, 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.