



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

Citation: Deol v Conte, 2023 ONLTB 64646

Date: 2023-09-29

File Number: LTB-L-053340-22

In the matter of: Basement, Unit 2, 1828 ST CLAIR AVE W TORONTO
ON M6N1J5

Between: Satwant Singh Deol Landlord

And

Donate Conte Tenant

Satwant Singh Deol (the 'Landlord') applied for an order to terminate the tenancy and evict Donate Conte (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 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.

This application was heard by videoconference on September 18, 2023.

Only the Landlord’s Legal Representative, N. Appawwamy, and the Landlord attended the hearing.

As of 10:16 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. On August 23, 2022, the Landlord gave the Tenant an N5 Notice of termination (“Notice”). The Notice alleges that the Tenant has substantially interfered with another tenant’s

reasonable enjoyment of the residential complex and substantially interfered with the Landlord's lawful rights and interests, and has wilfully or negligently caused damage to the premises by:

- May 4, 2022 - leaving contents/property in the common hallway obstructing the entry/exit;
 - May 5, 2022 - smoking cigarettes and cannabis in the rental unit; and
 - May 6, 2022 - using markers to draw on the common hallway walls as decoration.
2. The Landlord testified that the Tenant continues to add contents/property in the common hallway and there is no room to walk now creating a safety issue. The Landlord also testified that he has continued to receive complaints from the other 2 tenants in the building about the Tenant's smoking. The Landlord further testified that the marker writing is still on the wall and there are more areas where the Tenant has used markers.
 3. The Landlord testified that prior to serving the Notice, he had given the Tenant two written letters to correct these behaviours and still nothing has changed.
 4. Based on the uncontested evidence before me, I am satisfied that the Tenant's conduct has substantially interfered with the reasonable enjoyment of the complex by other tenants and interfered with the Landlord's lawful rights, privileges and interests. The other tenants in the complex have complained about the Tenant's smoking which is not permitted in the rental unit. As well, the Tenant is storing personal property in the common hallways obstructing the hallway and an entry/exit door. This conduct was not corrected within 7 days as required by the Notice.
 5. Based on the uncontested evidence before me, I am satisfied that the Tenant has wilfully caused damage to the residential complex by drawing with markers on the common hallway walls. The Landlord will have to prime and paint these areas to repair the damage.
 6. The Tenant was in possession of the rental unit on the date the application was filed.
 7. Based on the Monthly rent, the daily compensation is \$31.23. This amount is calculated as follows: $\$950.00 \times 12$, divided by 365 days.
 8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
 9. There is no last month's rent deposit.
 10. 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 October 10, 2023.

2. If the unit is not vacated on or before October 10, 2023, then starting October 11, 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 October 11, 2023.
4. The Tenant shall also pay the Landlord compensation of \$31.23 per day for the use of the unit starting October 1, 2023 until the date the Tenant moves out of the unit.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before October 10, 2023, the Tenant will start to owe interest. This will be simple interest calculated from October 11, 2023 at 6.00% annually on the balance outstanding.

September 29, 2023

Date Issued

Lisa Del Vecchio

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 April 11, 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.

