



**Order under Section 78(6)
Residential Tenancies Act, 2006**

Citation: T.A.S.K Property Management v Kalmuk, 2023 ONLTB 63242

Date: 2023-09-21

File Number: LTB-L-054837-23

In the matter of: 308, 22 RIVERWOOD PKY
ETOBICOKE ON M8Y4E1

Between: T.A.S.K. PROPERTY MANAGEMENT Landlord

And

Richard Kalmuk Tenant

T.A.S.K. PROPERTY MANAGEMENT (the 'Landlord') applied for an order to terminate the tenancy and evict Richard Kalmuk (the 'Tenant') because the Tenant failed to meet a condition specified in the order issued by the Board on June 29 2023 with respect to application LTB-L-033447-22. This application was heard by videoconference on June 15, 2023.

The Landlord's agent Stefan Firchuk, the Landlord's legal representative Leo Corsetti, and the Landlord's witnesses, Andrii Masendych and Alex Fisher attended the hearing.

As of 10:26 am, 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.

The Landlord's representative said around September 7, 2023 he spoke with the Tenant's daughter specifically about the hearing and offered to attempt to mediate at the hearing.

Determinations:

1. This application was filed pursuant to section 78 of the Residential Tenancies Act, 2006 (the 'Act'). Applications of this nature normally result in the Board issuing an

eviction order without a hearing. However, this application was sent to a hearing because it was unclear in the declaration filed with the application if there has been a breach of the previous order.

The L4 Application

2. The previous order provided that the Landlord could apply to the Board under section 78 of the Residential Tenancies Act, 2006 (the 'Act') without notice to the Tenant to terminate the tenancy and evict the Tenant if the Tenant did not meet certain conditions specified in the settlement.
3. At the hearing, the Landlord asserted that the Tenant breached the consent order when on July 9, 2023, he was intoxicated and left the stove on in the rental unit which resulted in a fire requiring various EMS services and charges laid against the Tenant.
4. The Landlord said this breach was related to paragraph 1 a) of the order which states:

1. The Landlord's application for eviction of the Tenant is denied on the condition that:

a) The Tenant shall not engage in any of the behaviour set out in the N7 Notice. Specifically, the Tenant shall not become intoxicated and/or fall asleep with the stove on in the rental unit.

5. The Landlord's witnesses testified to the July 9, 2023 event when fire alarms went off in the residential complex as a result of a fire in the Tenant's unit as a result of what appeared to be pizza boxes or newspaper that the Tenant left on the stovetop while it was on and "blazing red" and ignited. The Tenant was observed as being excessively intoxicated, stumbling and couldn't walk straight. One of the witnesses and former neighbour tenant, entered the unit when the alarms sounded and after he saw the Tenant in the hallway incoherent. He turned off the stove burners and called 911 and the Tenant was removed from the residential complex by police. The other witness said he assisted the Landlord's agent in removing several bottles of alcohol from the Tenant's unit later that night.
6. Based on the uncontested evidence before the Board, I find that the Tenant breached the previous consent order dated June 29, 2023; specifically, the Tenant became intoxicated and left the stove on which resulted in a dangerous situation that required EMS services and other tenants to evacuate the building.

Relief from Eviction

7. 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.

8. In arriving at this decision, I considered that the tenancy began around June 2012, the Tenant is around 70 years old and is the sole occupant of the rental unit. The Landlord's agent said the Landlord was not made aware of any health related issues that required accommodation and said the Tenant's daughter advised that her father should not be living alone, unassisted. The Landlord is unaware of any other circumstances that would justify relief from eviction. The Landlord was agreeable to delaying the eviction to October 31, 2023 to allow the Tenant time to make alternative arrangements.
9. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and Tenant is terminated. The Tenant must move out of the rental unit on or before October 31, 2023.
2. If the unit is not vacated on or before October 31, 2023, then starting November 1, 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 1, 2023.

September 21, 2023

Date Issued

Dana Wren

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 1-888-3323234.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on May 1, 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.