



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

Citation: Old Oak Properties Inc. v Palmateer, 2023 ONLTB 61785

Date: 2023-09-08

File Number: LTB-L-035569-22

In the matter of: 1315, 605 PROUDFOOT LANE
LONDON ON N6H4S2

Between: Old Oak Properties Inc. Landlord

And

Robert Palmateer Tenant

Old Oak Properties Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Robert Palmateer (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 June 28, 2023.

Determinations:

Preliminary Issue- Participation of the Tenant

1. The Tenant initially attended the videoconference. The parties participated in mediation with the assistance of the Dispute Resolution Officer (DRO). After mediation was unsuccessful, the Tenant disconnected from the videoconference. I confirmed with the moderator that no attempts were made by the Tenant to log back in. Given the

circumstances, I found it appropriated to proceed with the hearing based on the uncontested evidence of the Landlord.

L2 Application

2. As explained below, the Landlord has proven on a balance of probabilities, the Tenant substantially interfered with the Landlord's lawful right by keeping the unit in an extreme state of disrepair.

N5 Notice of Termination

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3. On April 26, 2022, the Landlord gave the Tenant a first, voidable N5 notice of termination. 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)*.
4. On June 1, 2022, the Landlord gave the Tenant a second N5 notice of termination. The notice of termination contains the following allegations:
 - The Tenant maintained to keep the unit in a reasonable standard of cleanliness.
 - The Tenant failed to keep the unit free of excess clutter.
 - There were unpleasant odours emanating from the unit.
5. The Landlord's property manager R King testified the unit. She inspected the unit on April 26, 2022, May 20, 2022, November 22, 2022, and March 27, 2023. Each time she inspected the unit she took several photographs. I have reviewed the photographs and find the unit to be in unacceptable state. Notably, the pictures depict an infestation of flies, due massive amounts of garbage all over the rental unit. In addition to the infestation of flies, RK testified that she received several complaints from other tenants about unpleasant odours emanating from the rental unit.
6. Based on the uncontested evidence, I find the Tenant interfered with the Landlord's lawful right by keeping the unit in an unacceptable state and allowing foul odours to emanate from the rental unit.

Relief from Eviction

7. Despite the conditions of the rental unit, the Landlord wishes to preserve the tenancy. I accept the Landlord's request to preserve the tenancy. Accordingly, the tenancy shall continue based on the conditions ordered below.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below:
 - a. On or before September 22, 2023, the Tenant shall bring the rental unit to state of ordinary cleanliness.
 - b. The Tenant shall keep rental unit in a state of ordinary state of cleanliness for a one-year period from the date this order is issued.
 - c. On or before September 22, 2023, the Tenant shall take all necessary steps eliminate any foul odours from emanating in the rental unit.
 - d. The Tenant shall ensure there no strange odours emanating from the rental unit for a one-year period from the date this order issued.
 - e. Beginning September 8, 2023, and continuing until September 7, 2024, the Tenant shall not deny or obstruct the Landlord, or its agents, from entering the rental unit if proper notice of entry is given under the Residential Tenancies Act, 2006.

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2. If the Tenant fails to comply with the conditions set out in this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
3. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. If the Tenant does not pay the Landlord the full amount owing on or before September 19, 2023, the Tenant will start to owe interest. This will be simple interest calculated from September 20, 2023, at 6.00% annually on the balance outstanding.

September 8, 2023
Date Issued

Bryan Delorenzi
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.

