



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

**Citation:** HURON GREEN INCORPORATED v Paquette and Clyde, 2023 ONLTB 54272

**Date:** 2023-08-11

**File Number:** LTB-L-038860-22

**In the matter of:** PO BOX 632, 134 COLUMBIA DRIVE  
HURON PARK ON N0M1Y0

**Between:** HURON GREEN INCORPORATED Landlord

**And**

Frank Paquette Tenant

HURON GREEN INCORPORATED (the 'Landlord') applied for an order to terminate the tenancy and evict Frank Paquette and Derek Clyde (the 'Tenant') because:

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 July 12, 2023.

The Landlord's legal representative, Carmen Dawdy, attended the hearing.

One of the Tenants, Frank Paquette (FP), attended the hearing.

**Determinations:**

Preliminary Issue: Tenant Not In Possession:

1. At the beginning of the hearing FP testified that the formerly named Tenant Derek Clyde (DC), was no longer an occupant of the rental unit and had vacated the rental unit prior to the Landlord filing the application.
2. It is not in dispute that DC is not a Tenant to be named in this application and therefore the former Tenant Derek Clyde will be removed from this order and is reflected in the style of cause.

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3. The position of the Landlord is that the Tenant has been served two N5 notices in the last six months. The Tenant has failed to correct his behaviour and is in breach of the Landlord's Rules and Regulations.
4. The Landlord also claims the Tenant is in breach of his lease agreement and is substantially interfering with the Landlord's lawful rights, interests and privileges of the residential community.
5. The Landlord submits the Tenant is storing a boat on the residential property, and the Tenant has erected a wooden structure attached to the front porch of the rental unit, which the Landlord claims, both these actions are in breach of the Tenant's lease agreement and is substantially interfering with the Landlord's lawful rights, interests and privileges of the residential community.
6. The Landlord submitted documentary evidence in the form of the lease agreement and a copy of the residential property Rules and Regulations of the Landlord.
7. In the lease on page 4 under section 13A(ii) it states that Tenants are not permitted to store recreational vehicles on the residential property.
8. On page 4 of the lease under section 13E(i) and 13E(ii) it states that the Tenants are not permitted to erect any structures or partitions on the rental unit porch.
9. Further on page 4 of the lease under section 13H(i) it states in part the Tenants are not permitted to erect ..."awnings, shades, flower boxes..."
10. The Landlord submits that the former employee did not have authorization to act on behalf of the Landlord as agent to allow the Tenant to keep the boat on the residential property. Further the Landlord submitted that the Tenant has received multiple copies of the new Landlord's Rules and Regulations and the Landlord has made their position very clear the Tenant is in violation.
11. The Tenant does not dispute he is storing his boat on the property and has erected a wooden structure on the porch.
12. The position of the Tenant is he had permission to do so from an employee of the former Landlord to store the boat and have the wooden structure on the porch.
13. The Tenant submitted that a former employee, he believed to be Suzanne, gave him verbal permission to store the boat on the property. The Tenant submitted he has stored the boat on the property since he moved into the rental unit in 2009.
14. The Tenant also submitted that he erects the wooden structure from the period of May to October each year and uses the structure to grow flowers to provide a pleasant atmosphere while he sits outside. The flowers also provide an element of privacy for the Tenant to sit and enjoy his flowers on his porch.
15. The Tenant submits he screws down the wooden structure to make sure it does not blow away.

16. The Tenant relies on his testimony that a former Landlord employee over looked these rules and had an oral agreement with the Tenant to allow him to keep the boat on the property and allow the erected structure on the porch to support his claim.
17. Although I find the Tenant credible in his testimony, the submission from the Landlord with respect to the lease agreement does not allow for an employee to speak on behalf of the Landlord and give the Tenant authorization to keep his boat on the property and erect a flower lattice on the porch.
18. I prefer the documentary evidence submissions of the Landlord in the form of the tenancy agreement and the Rules and Regulations that the Tenant has been provided on several occasions. These documents clearly outline the conditions of the rental unit and prohibit the Tenant from storing his boat on his property and erecting a flower lattice on the porch.
19. With the evidence before me, I find the Tenant is in breach of the Landlord's Rules and Regulations and the Tenant is in breach of the tenancy agreement.
20. Given that the Tenant is able to change his behaviour and come into compliance with the Landlord's Rules and Regulations and the conditions of his lease, the Landlord's application for eviction is denied, on the condition that:

**It is ordered that:**

1. The Tenant shall remove his boat from the rental property on or before September 30, 2023.
2. The Tenant shall remove the flower lattice structure from his porch on or before August 31, 2023.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.

**August 11, 2023**

**Date Issued**

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Greg Brocanier

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.

