



**Order under Section 69 / 88.1
Residential Tenancies Act, 2006**

Citation: Perth & Stratford Housing Corporation v Kaskiw, 2023 ONLTB 51012

Date: 2023-08-10

File Number: LTB-L-026957-23

In the matter of: 112, 14 MILL ST W
MILVERTON ON N0K1M0

Between: Perth & Stratford Housing Corporation Landlord

And

Steve Kaskiw Tenant

Perth & Stratford Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Steve Kaskiw (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex.
- 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.

Perth & Stratford Housing Corporation (the 'Landlord') also applied for an order requiring Steve Kaskiw (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on July 11, 2023.

Only the Landlord's Representative, Terra Duchene attended the hearing. Matthew Lindsay, James Marshall and Michelle Melady attended as witnesses for the Landlord.

The Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. The Landlord also served the Tenant on July 6, 2023 with their evidence in advance of the hearing. 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. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and compensation of \$1,210.00.
2. The Tenant is in possession of the rental unit.

N7 Notice of Termination:

3. On December 19, 2022, the Landlord gave the Tenant an N7 Notice of termination. The notice of termination contains the following allegations: the rental unit has clutter to the level that it is a fire code violation because there's no accessible pathways, window(s) blocked, excessive property is stacked and accumulated in living room, bedroom, and kitchen which poses a safety risk. An order for re-inspection was issued by the fire department and follow up inspections determined there was little progress made to comply with the fire order because the unit still held excessive combustible items. On November 14, 2022, the Landlord offered help to Tenant by hiring an extreme cleaning company and on the promise that the unit will be declutter the fire inspector extended the date for compliance. On the day the cleaning company attended to assess the work, the Tenant was not well and when they returned the next day the Tenant indicated he had friends/family that would assist him. On December 5, 2022, the Fire Prevention Officer and Housing Manager did a follow up inspection and despite some improvement in the bedroom and front hallway and a portion of the living room, there was still excessive property to be decluttered and limited means of egress.
4. I find the Tenant's actions has the potential to seriously impairs his own safety and of other tenants in the residential complex because of the accumulating of excessive property and combustible material that blocks outlets, windows and covers the counter and stove. Witnesses' testimony from James Marshall and Matt Lindsay and photographs taken on July 13, 2022, July 19, 2022, August 2, 2022, December 8, 2022, and June 1, 2023, supports a finding that the unit has limited means of egress, that extensive parts of the unit was not accessible and there is an excessive accumulation of items within the unit that poses a fire risk because they're on the stove. The photographs also showed that approximately a foot in front/left of the stove there's an upright couch which can easily catch fire. There are also items stacked 12 inches from the ceiling in areas in the unit, items stacked right up to the walls that blocked outlets and windows, and there's few clear pathways in the unit. The state of the kitchen poses a real potential of fire each time the stove is used, and given cooking is a basic activity of daily living, and there's a real potential of serious impairment of safety to the Tenant, first responders, and other tenants residing in the residential complex.
5. James Marshall further testified the piles of property were also unstable which also poses a real potential of serious impairment to the Tenant's safety because the piles may collide.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for substantial interference

7. The Tenant, substantially interfered with the reasonable enjoyment of the residential complex by the Landlord or another lawful right, privilege or interest of the Landlord by accepting the Landlord's offer to provide help when they hired a cleaning company to

attend the unit in December 2022. The Tenant refused the service on the day they attended by claiming he was sick and on the second visit stating he had friends/family attending on the weekend to assist. The Landlord provided an invoice dated December 8, 2022, that corroborates they paid \$1,210.00 that supports they incurred unnecessary costs.

8. The Landlord has incurred reasonable out-of-pocket expenses of \$1,210.00. This expense was incurred as a result of the substantial interference.

Section 83 Considerations:

9. 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 not be unfair to postpone the eviction until September 20, 2023, pursuant to subsection 83(1)(b) of the Act.
10. After the fire inspection order was issued, follow up inspections initially showed minimal improvement, however currently, the Landlord presented photographs taken June 1, 2023, which showed the unit was in worse state of egress. The Tenant has not complied with the Fire Inspection Order despite having been given extension(s), he received a N7 Notice of Termination and even the risk of losing his housing was not enough to motivate the Tenant to return his unit to a unit of reasonable cleanliness that is safe for himself and other tenants in living in the complex.
11. On a balance of probabilities, the Tenant has an excessive attachment to the items accumulated given the state of accumulation held within the unit. The Landlord recognized that accommodation was warranted however the Tenant reneged and declined assistance from a cleaning company when they attended his unit. There was also no evidence to support a finding that the Tenant availed himself of the available resources and third-party outreach services that the Landlord referred him to.
12. Given the level of clutter and accumulation of items the Tenant will need additional time to vacate.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated and the Tenant must move out on or before September 30, 2023.
2. The Tenant shall pay to the Landlord \$1,210.00, which represents the reasonable out-of-pocket expenses the Landlord has incurred as a result of the substantial interference.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenant owes the Landlord is \$1,396.00.
5. If the Tenant does not pay the Landlord the full amount owing on or before September 30, 2023, the Tenant will start to owe interest. This will be simple interest calculated from October 1, 2023 at 6.00% annually on the balance outstanding.

6. If the unit is not vacated on or before September 30, 2023, then starting October 1, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 1, 2023.

August 10, 2023
Date Issued

Sandra Macchione
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 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.