



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

**Citation:** Fisher v Reid, 2023 ONLTB 44028

**Date:** 2023-06-15

**File Number:** LTB-L-007948-23

2023 ONLTB 44028 (CanLII)

**In the matter of:** C, 157 Alfred Street  
Pembroke ON K8A2Z9

**Between:** Larry Fisher Landlord

**And**

Judy Reid Tenant

Larry Fisher (the 'Landlord') applied for an order to terminate the tenancy and evict Judy Reid (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 7, 2023. The Landlord and the Landlord's legal representative, C. Paradis, attended the hearing. The following individuals appeared as witnesses for the Landlord: Daniella Beaudry ('DB') and Constable Mike Gardiner ('Cst. Gardiner').

As of 2:00 p.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. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On January 12, 2023, the Landlord gave the Tenant an N5 notice of termination. The notice of termination alleged that on January 5, 6, 9, 10, and 11, 2023, the Tenant engaged in behaviour that was disruptive to other tenants. This behaviour included screaming, yelling profanities, and stomping and slamming of doors.

**File Number:** LTB-L-007948-23

4. The Landlord testified that the incidents detailed in the N5 notice were based on complaints received from the commercial tenant that occupies the unit directly below the Tenant's unit.
5. DB testified that she is employed for the company that occupies the unit just below the Tenant's rental unit. DB stated that since January 2023, the Tenant has consistently caused disturbances consisting of yelling and screaming of profanities and banging of objects. She stated that the Tenant's conduct has escalated to the Tenant verbally assaulting her.
6. I am satisfied that the incidents as described in the N5 notice and by DB substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant. The Landlord testified that the Tenant's conduct has caused him undue stress and is impacting his relationships with his other tenants. DB testified that the Tenant's behaviour is upsetting to herself and her clients. The Tenant's behaviour has negatively impacted her business and DB's quality of time at the workplace. DB has resorted to having to keep the door to their office locked due to the Tenant's behaviour.
7. Based on the uncontested evidence before me, I am satisfied the Tenant did not stop the conduct or activity within seven days after receiving the N5 notice of termination. DB provided testimony regarding similar incidents that occurred on January 13, 16, and 19, 2023. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006 (Act)*.
8. The Tenant was required to pay the Landlord \$1,957.72 in daily compensation for use and occupation of the rental unit for the period from February 4, 2023 to June 7, 2023.
9. Based on the Monthly rent, the daily compensation is \$15.79. This amount is calculated as follows: \$480.22 x 12, divided by 365 days.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.
12. 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.
13. The Landlord testified that he does not have any information indicating the Tenant's conduct is directly caused by a disability as that term is defined under the *Human Rights Code*, R.S.O. 1990, c. H.19, as amended (the 'Code'). He stated that the Tenant has been

unresponsive to attempts to determine whether there are *Code*-related needs. Cst. Gardiner testified that on March 31, 2023, the Tenant was uncooperative with attempts by the Mobile Crisis Response Team to intervene.

14. As the Tenant did not attend the hearing, there is no evidence before me to establish that the Tenant's behaviour can reasonably be controlled to ensure the disturbances stop. Given this, I find it would be prejudicial to the Landlord and other tenants to grant relief to the Tenant.

**File Number:** LTB-L-007948-23

**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 June 26, 2023.
2. If the unit is not vacated on or before June 26, 2023, then starting June 27, 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 June 27, 2023.
4. The Tenant shall pay to the Landlord \$1,957.72, which represents compensation for the use of the unit from February 4, 2023 to June 7, 2023.
5. The Tenant shall also pay the Landlord compensation of \$15.79 per day for the use of the unit starting June 8, 2023 until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
7. If the Tenant does not pay the Landlord the full amount owing on or before June 26, 2023, the Tenant will start to owe interest. This will be simple interest calculated from June 27, 2023 at 6.00% annually on the balance outstanding.

**June 15, 2023**

**Date Issued**

Dawn Sullivan

Vice Chair, 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 December 27, 2023 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.