



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

Citation: Canadian Mental Health Association-Toronto Branch v Lanzillota, 2023 ONLTB 38461

Date: 2023-05-17

File Number: LTB-L-017245-23

In the matter of: 407, 25 BRIDESBURG DR
Toronto ON M9R2K6

Between: Canadian Mental Health Association-Toronto Branch Landlord

And

Joseph Lanzillota Tenant

Canadian Mental Health Association-Toronto Branch (the 'Landlord') applied for an order to terminate the tenancy and evict Joseph Lanzillota (the 'Tenant') because the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex; and 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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on May 10, 2023.

The Landlord's Legal Representative, Eliza Lowes, the Landlord's witnesses, Rhodora Dorado and Osvaldo Lapora, and the Tenant support worker (TSW), Jinil Kurian, attended the hearing.

As of 1:35 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.

The TSW, Jinil Kurian, stated at the outside of the hearing that the Tenant was incarcerated and would likely be in jail for approximately another 4 months. The TSW did add that there was a chance that the Tenant might call into the hearing from jail.

Determinations:

1. The Tenant was in possession of the rental unit on the date the application was filed.

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N6 and N7 Notices of Termination

2. On February 13, 2023, the Landlord gave the Tenant an N6 notice of termination because the Tenant has committed illegal acts in the residential complex. The Landlord also gave the Tenant an N7 notice of termination because the Tenant has seriously impaired the safety of any person in the residential complex.
3. The notices of termination contain the following allegations: that on September 14, 2022, at approximately 12:58 a.m., the Tenant was harassing and throwing rocks at the property manager's balcony and then proceeded to break windows on three cars in the parking lot of the residential complex. Landlord's witness, Rhodora Dorado, confirmed the actions of the Tenant on that night.
4. The Landlord's Legal Representative explained that the Tenant was arrested for his actions and is currently incarcerated as a result.
5. Landlord's witness, Osvaldo Lapora, added that when doing a search for illicit narcotics and weapons in the Tenant's rental unit on May 5, 2023, with the TSW, Jinil Kurian, an illegal weapon was found in the Tenant's possessions. The weapon was turned over to the authorities.
6. The Landlord's Legal Representative requested that the Board expedite the eviction of the Tenant as he poses a real danger to the staff and every other tenant in the residential complex.

Daily compensation, NSF charges, rent deposit

7. The Tenant was required to pay the Landlord \$825.67 in daily compensation for use and occupation of the rental unit for the period from March 14, 2023 to May 10, 2023.
8. Based on the Monthly rent, the daily compensation is \$14.24. This amount is calculated as follows: \$433.00 x 12, divided by 365 days.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. There is no last month's rent deposit.

Relief from eviction

11. 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.

It is ordered that:

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1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before **May 26, 2023**.
2. If the unit is not vacated on or before May 26, 2023, then starting May 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 May 27, 2023. The Sheriff is requested to expedite the enforcement of this order.
4. The Tenant shall pay to the Landlord **\$825.67**, which represents compensation for the use of the unit from March 14, 2023 to May 10, 2023, less the rent deposit and interest the Landlord owes on the rent deposit.
5. The Tenant shall also pay the Landlord compensation of **\$14.24** per day for the use of the unit starting May 11, 2023, until the date the Tenant moves out of the unit.
6. The Tenant shall also 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 May 26, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 27, 2023, at 6.00% annually on the balance outstanding.

May 17, 2023

Date Issued

Michael Di Salle

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 November 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.