



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** KLH HOUSING CORP. v Lacy Dobbs, 2023 ONLTB 37529

**Date:** 2023-05-16

**File Number:** LTB-L-007733-22

**In the matter of:** 26 MARY ST W  
LINDSAY ON K9V2N4

**Between:** KLH HOUSING CORP. Landlord

**And**

Lacy Dobbs Tenant

KLH HOUSING CORP (the 'Landlord') applied for an order to terminate the tenancy and evict Lacy Dobbs (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 April 28, 2023.

Only the Landlord's agent, Caroline Smith, attended the hearing. Caroline Smith is a full-time employee of the Landlord and she works in the areas of Tenant Placement and Property Management.

As of 9:30 a.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.

At 10:05 a.m., someone named Georgia from the John Howard Society signed into the hearing block and indicated that she was there to support the Tenant. I informed her that the matter had already been heard, the Tenant did not attend the hearing and the Landlord's representative had already signed off. I told her that the order would be sent to the Tenant, at which time she can determine her next steps.

## Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the tenancy shall terminate on May 27, 2023.
2. The Tenant was in possession of the rental unit on the date the application was filed.

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3. On January 20, 2022, the Landlord gave the Tenant a first, voidable N5 notice of termination. Therefore, the Landlord was allowed to give the Tenant a second, nonvoidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).
4. On February 7, 2022, the Landlord gave the Tenant a second N5 notice of termination. The notice of termination contains the following allegation. On January 31, 2022, the Landlord's staff inspected the rental unit and found that the Tenant was maintaining the unit in a poor condition.
5. The rental unit was found to be in a state of extreme uncleanliness and clutter. The condition of the rental unit prevents the Landlord's electrician from performing maintenance work in the rental unit and pest control from treating the rental unit for rodents. The Landlord has also received complaints from neighbours of the rental that the condition of the unit attracts rats and the garbage in the rental unit's backyard is unsightly.
6. Based on the Landlord's uncontested evidence, I am satisfied on a balance of probabilities that by maintaining the rental unit in a poor condition, the Tenant has substantially interfered with the reasonable enjoyment of the residential complex or a lawful right, privilege or interest of the Landlord or another tenant.
7. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
8. The Landlord last inspected the rental unit in July 2022 and found that the condition of the unit had not improved. The Landlord has since received complaints from the neighbouring unit about the clutter in the rental unit's backyard, which continues to attract rats.
9. The Landlord's agent testified that the Tenant has mental health conditions but to her knowledge they are not related to the condition of the rental unit and, in any event, the Tenant has refused to work with the mental health supports that were offered to her. The Landlord has also tried to help the Tenant clean up the rental unit, including by having

maintenance staff attend the unit to assist with disposing of garbage, but the Tenant refused these efforts.

10. The Landlord's agent testified that as of the hearing date, the Tenant was up to date on her rent to April 30, 2023. The monthly rent is \$390.00. Based on the monthly rent, the daily compensation is \$12.82. This amount is calculated as follows:  $\$390.00 \times 12$ , divided by 365 days. The Tenant is required to pay the Landlord \$12.82 for each day she occupies the rental unit from May 1, 2023, until the day she moves out.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. There is no last month's rent deposit.

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**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 May 27, 2023.
2. If the unit is not vacated on or before May 27, 2023, then starting May 28, 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 28, 2023.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The Tenant shall also pay the Landlord compensation of \$12.82 per day for the use of the unit starting May 1, 2023 until the date the Tenant moves out of the unit.
6. If the Tenant does not pay the Landlord the full amount owing on or before May 27, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 28, 2023 at 6.00% annually on the balance outstanding.

**May 16, 2023**  
**Date Issued**

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Anna Solomon

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 November 28, 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.