



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

**Citation:** Mlinaric v Deveau, 2023 ONLTB 36275

**Date:** 2023-05-10

**File Number:** LTB-L-007477-23

**In the matter of:** 3, 455 WENTWORTH ST N  
HAMILTON ON L8L5W7

**Between:** Christopher Mlinaric Landlords  
Daniel Belletti

**And**

Chris Root Tenants  
Jessica Marsh

Christopher Mlinaric and Daniel Belletti (the 'Landlords') applied for an order to terminate the tenancy and evict Chris Root and Jessica Marsh (the 'Tenants') because the Tenants 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.

The Landlords also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on May 1, 2023.

The Landlords, Christopher Mlinaric, the Landlords's Legal Representative, Francisco Gomez, and the Landlordss' witnesses, Heidi St. Pierre ('HP') and Joelene, attended the hearing.

As of 1:14 p.m., the Tenants were 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 Landlords' evidence.

**Determinations:**

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated.
2. The Landlords have not proven on a balance of probabilities the claim for compensation in the application. No evidence was presented with respect to the claim for compensation. Therefore, the claim for compensation is denied.
3. The Tenants are in possession of the rental unit.
4. On January 23, 2023, the Landlords gave the Tenant an N6 notice of termination. The notice of termination contains the following allegations:
  - On June 21, 2022, July 8, 2022, August 19, 2022, September 16, 2022, and September 8, 2022, Chris Root engaged in behaviour at the residential complex that constitutes Criminal Harassment pursuant to s.264(1) of the *Criminal Code*.
  - On July 9, 2022 and July 17, 2022, Chris Root uttered threats to another tenant at the residential complex contrary to s.264.1(1) of the *Criminal Code*.
  - December 16, 2022, Chris Root told another tenant at the residential complex that he filed a police report against them for sexual assault. It is alleged that this was a false complaint constituting Public Mischief pursuant to s.140(1) of the *Criminal Code*.

5. The Criminal Code provides:

**Criminal harassment**

**264 (1)** No person shall, without lawful authority and knowing that another person is harassed or recklessly as to whether the other person is harassed, engage in conduct referred to in subsection (2) that causes that other person reasonably, in all the circumstances, to fear for their safety or the safety of anyone known to them.

**Prohibited conduct**

**(2)** The conduct mentioned in subsection (1) consists of

- (a)** repeatedly following from place to place the other person or anyone known to them;
- (b)** repeatedly communicating with, either directly or indirectly, the other person or anyone known to them;
- (c)** besetting or watching the dwelling-house, or place where the other person, or anyone known to them, resides, works, carries on business or happens to be; or
- (d)** engaging in threatening conduct directed at the other person or any member of their family.

**Uttering threats**

**264.1 (1)** Every one commits an offence who, in any manner, knowingly utters, conveys or causes any person to receive a threat

- (a)** to cause death or bodily harm to any person;

(b) to burn, destroy or damage real or personal property; or

(c) to kill, poison or injure an animal or bird that is the property of any person.

6. Based on the uncontested evidence, I am satisfied on a balance of probabilities that the Tenant, Chris Root, has committed an illegal act at the residential complex by uttering threats and engaging in behaviour that likely constitutes criminal harassment.
7. The Landlords' witness testified that they live at the residential complex. One of the witnesses says that Chris Root threatened that he would "blow up her truck" and threatened to punch her husband's face. The witnesses also testified that Chris Root harassed them by name calling, yelling, and screaming at them on the various dates set out in the notice. The witnesses testified that this behaviour occurred at the residential complex. The Landlords' witnesses successfully obtained a peace bond against Chris Root on January 5, 2023, because of the threats and harassing behaviour. Given the fact that a peace bond was obtained against Chris Root, I am satisfied that Chris Root's behaviour has caused the Landlord's witnesses to fear on reasonable grounds for their safety. Despite the peace bond, the Landlord's witnesses says that the Tenant has continued to engage in threatening conduct and harassing behaviour that causes them to reasonably fear for their and their family's safety. They have tried calling the police on various occasions, but the police have not been much help.
8. I am satisfied that the Tenant's behaviour seriously impacts the character of the residential complex. Both witnesses testified they are terrorized by the Tenant and the fear they experience has seriously impacted their quiet enjoyment of the residential complex.
9. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. 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.
11. The Tenants were not present at the hearing to request relief and the Landlords were not aware of any reason to grant relief.

**It is ordered that:**

1. The tenancy between the Landlords and the Tenants is terminated. The Tenants must move out of the rental unit on or before May 15, 2023.
2. If the unit is not vacated on or before May 15, 2023, then starting May 16, 2023, the Landlords 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 Landlords on or after May 16, 2023. The Sheriff is directed to expedite the enforcement of this order.

4. The Tenants shall pay to the Landlords \$186.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlords the full amount owing on or before May 15, 2023, the Tenants will start to owe interest. This will be simple interest calculated from May 16, 2023 at 6.00% annually on the balance outstanding.

**May 10, 2023**

**Date Issued**

\_\_\_\_\_  
Khalid Akram

Member, Landlords 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 16, 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.