



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

Citation: Yuxiao Tang v Farshid Barara Roushan and Lauren Victoria Smith, 2023 ONLTB 34534

Date: 2023-05-05

File Number: LTB-L-008199-22

In the matter of: 1, 2748 SEMINOLE ST
Windsor ON N8Y1X8

Between: Yuxiao Tang Landlord

And

Farshid Barara Roushan Tenant
Lauren Victoria Smith

Yuxiao Tang (the 'Landlord') applied for an order to terminate the tenancy and evict Farshid barara Roushan and Lauren Victoria Smith (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants 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 Tenants remained in the unit after the termination date.

This application was heard by videoconference on April 21, 2023.

Only the Landlord's legal representative, Time Currie, and the Landlord's witnesses, Xinglin Mao ('XM') and Judy Gu ('JG'), attended the hearing.

As of 9:31AM, 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 Landlord's evidence. The Tenants did not join the proceedings for the remainder of the hearing block.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On February 2, 2022, the Landlord gave the Tenants an N5 notice of termination. The notice of termination alleges that the Tenants stored personal property in common and other unauthorized areas of the residential complex, and that this substantially interfered

File Number: LTB-L-008199-22

with the Landlord's lawful rights, privileges and interests, and with other tenants' reasonable enjoyment of the residential complex.

4. XM is the Landlord's spouse and acts as one of the property managers at the residential complex. At the hearing, XM testified that the Tenants have stored personal property in common and other unauthorized areas of the residential complex, including the entrance hallway, a basement and a vacant rental unit.
5. XM introduced photographs she took on January 14, 2022 to support her testimony. The photographs are consistent with XM's description of the Tenants' use of common and other areas of the residential complex as storage facilities. The photographs reveal a large accumulation of material. The material prevents the Landlord and other residents from using common areas and impedes access to the residential complex's entrance.
6. JG also works as a property manager for the Landlord. JG testified that she attended at the rental unit on February 9, 2022 and observed that the Tenants had not removed their personal property from common and other unauthorized areas of the residential complex.
7. Both JG and XM testified that, as of the hearing date, the Tenants have continued to store property in unauthorized areas of the residential complex. The Tenants also occupy a vacant rental unit by storing items inside the unit. The Landlord has been unable to rent the vacant unit because the Tenants have not removed their belongings. The Landlord introduced documentary evidence that Windsor fire services determined that the volume of material the Tenants store at the residential complex represents a fire hazard. The Landlord submitted a copy of a fire services order requiring the Landlord to remove the Tenants' combustible materials from the property.
8. I find from the evidence that the Landlord proved the allegations in the Form N5 notice of termination. The Tenants' personal property substantially interferes with other tenants' reasonable enjoyment of the residential complex by blocking common areas. The Tenants have also substantially interfered with lawful rights, privileges and interests of the Landlord. The Tenants did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006 (Act)*.

9. The Landlord did not have reliable evidence of whether they are holding a rent deposit from the Tenants. At the hearing, the Landlord's legal representative advised that the Landlord has filed a separate Board application about non-payment of rent. The Landlord's legal representative deferred issues about rent or compensation to be determined in that separate proceeding.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. 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.
12. The Tenants did not attend the hearing to give evidence of their circumstances, or to contest the Landlord's application. The Landlord gave reliable evidence that the Tenants' actions have substantially interfered with lawful rights, privileges and interests of the Landlord, and substantially interfered with other people's reasonable enjoyment of the residential complex.

File Number: LTB-L-008199-22

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before May 16, 2023.
2. If the unit is not vacated on or before May 16, 2023, then starting May 17, 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 17, 2023.
4. The Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenants owe the Landlord for this application is \$186.00.
6. If the Tenants do not pay the Landlord the full amount owing on or before May 16, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 17, 2023 at 6.00% annually on the balance outstanding.

May 5, 2023

Date Issued

Harry Cho

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 17, 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.