



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

Citation: Iakovleva v Huggins, 2023 ONLTB 34513

Date: 2023-05-03

File Number: LTB-L-009385-23

In the matter of:

3rd FLOOR APTM, 497 SAINT CLARENS
AVE
TORONTO ON M6H3W4

Between:

Elena Iakovleva

Landlord

And

Sherri Huggins

Tenant

Elena Iakovleva (the 'Landlord') applied for an order to terminate the tenancy and evict Sherri Huggins (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (L1 Application).

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because they, another occupant of the rental unit or someone they permitted in the residential complex have seriously impaired the safety of any person (L2 Application).

This application was heard by videoconference on April 25, 2023. Only the Landlord attended the hearing.

As of 10:17 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.

Determinations:

L1 Application

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.

2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,127.00.
4. Based on the Monthly rent, the daily rent/compensation is \$37.05. This amount is calculated as follows: \$1,127.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to April 30, 2023 are \$4,427.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

L2 Application

8. The Landlord served the Tenant with a Notice to End your Tenancy for Causing Serious Problems in the Rental Unit or Residential Complex (N7) with a termination date of February 7, 2023.
9. In support of the N7 notice, the Landlord testified that she attended the rental unit for an inspection on January 6, 2023, and while talking to the Tenant about the need to prevent further water leaks from her unit to the unit below, the Tenant aggressively screamed at her and scared her by pushing her, on the shoulder, in the direction of the stairs. This incident has since prevented the Landlord from attending the unit.
10. Section 66 (1) of the Residential Tenancies Act, 2006 ('the Act') provides that a Landlord may give a Tenant a notice of termination of the tenancy if an act or omission of the Tenant, seriously impairs or has seriously impaired the safety of any person; and the act or omission occurs in the residential complex. By aggressively yelling at the Landlord and pushing her, the Tenant seriously impaired the safety of the Landlord and prevented her from attending the rental unit over concerns for her safety.
11. The Landlord collected a rent deposit of \$1,100.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
12. Interest on the rent deposit, in the amount of \$77.09 is owing to the Tenant for the period from August 5, 2018 to April 25, 2023.
13. I have considered all the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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 14, 2023.
2. The Tenant shall pay to the Landlord \$3,235.16. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. The Tenant shall also pay the Landlord compensation of \$37.05 per day for the use of the unit starting April 26, 2023 until the date the Tenant moves out of the unit.
4. If the Tenant does not pay the Landlord the full amount owing on or before May 14, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 15, 2023 at 6.00% annually on the balance outstanding.
5. If the unit is not vacated on or before May 14, 2023, then starting May 15, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 15, 2023.

May 3, 2023

Date Issued

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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 expires on November 15, 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.

**Schedule 1
SUMMARY OF CALCULATIONS**

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Hearing Date	\$4,226.25
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,100.00
Less the amount of the interest on the last month's rent deposit	- \$77.09
Total amount owing to the Landlord	\$3,235.16
Plus daily compensation owing for each day of occupation starting April 26, 2023	\$37.05 (per day)