



Order under Section
Residential Tenancies Act, 2006

Citation: GLOBAL PROPERTIES LIMITED v Leszczynski, 2023 ONLTB 19402
Date: 2023-04-24 File Number: LTB-L-076371-22(EAL-98422-21)

In the matter of: 17W, 1411 Morisset Avenue
Ottawa Ontario K1Z8H3

Between: GLOBAL PROPERTIES LIMITED Landlord

And

Irene Leszczynski Tenant

Your file has been moved to the Landlord and Tenant Board's new case management system, the Tribunals Ontario Portal. Your new file number is LTB-L-076371-22

GLOBAL PROPERTIES LIMITED (the 'Landlord') applied for an order to terminate the tenancy and evict Irene Leszczynski (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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises.

This application was heard by videoconference on February 16, 2022 at 9 am.

Only the Landlord attended the hearing.

As of 10:39 am, 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:

1. On August 25, 2021, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the following allegations: The Tenant has piled garbage on the balcony leading

to “horrific smells” and a “stink” that permeates through the entire residential complex and substantially interferes with the Landlord and other tenants’ rights in the residential complex.

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2. I accept the Landlord’s evidence that the Tenant did not stop the conduct or activity within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the Residential Tenancies Act, 2006 (the ‘Act’).
3. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy the claim for compensation in the application.
4. The Landlord testified and provided the Board with photographs of garbage piled on the Tenant’s balcony from the period of December 2020 to today’s date. The Landlord’s attempts to discuss the issue with the Tenant have been met with no response or slammed doors.
5. The Landlord’s also provided testimony that indicates that the Tenant broke a wall mounted hand sanitizer.
6. The Landlord seek \$1000.00 in damages to clean the balcony and replace a damaged wall installed hand sanitizer that the Tenant broke.
7. I accept the Landlord’s evidence that the Tenant substantially interfered with the Landlord and other tenant rights by not properly disposing of her garbage and damaging the Landlord’s property.
8. Therefore, the tenancy is terminated and the Tenant must pay \$1000.00 in damages to clean the garbage and replace the broken wall hand sanitizer.
9. The Tenant was in possession of the rental unit on the date the application was filed.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.
12. 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:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 4, 2023.
2. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.

3. The total amount the Tenant owes the Landlord is \$1,186.00.
4. If the Tenant does not pay the Landlord the full amount owing on or before May 4, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 5, 2023 at 5.00% annually on the balance outstanding.

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5. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
6. If the unit is not vacated on or before May 4, 2023, then starting May 5, 2023 the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 4, 2023. The Sheriff is requested to expedite the enforcement of this order.

April 24, 2023

Date Issued

John Tzanis
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.

