



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

**Citation:** Van De Laar v Simpson, 2023 ONLTB 31586

**Date:** 2023-04-17

**File Number:** LTB-L-020121-22

**In the matter of:** 3rd floor Back, 104 B EASTCHESTER AVE  
ST CATHARINES ON L2P2Z1

**Between:** Henry Van De Laar Landlord  
Kimberley Van De Laar

**And**

Meghan Simpson Tenant

Henry Van De Laar and Kimberley Van De Laar (the 'Landlord') applied for an order to terminate the tenancy and evict Meghan Simpson (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 February 22, 2023.

The Landlord Kimberley Van De Laar, and the Landlord's representative Kelly Hawke attended the hearing.

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.

**Preliminary Issue**

At the onset of the hearing the Landlord was asked to confirm the termination date on the notice served to the Tenant. The Landlord confirmed that the termination date was confirmed March 21, 2022.

**Determinations:**

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy between the Landlord and Tenant is terminated as of March 21, 2022.
2. The Tenant was in possession of the rental unit on the date the application was filed.

**N5 Notice of Termination**

**Substantial interference**

3. On March 1, 2022, the Landlord gave the Tenant an N5 notice of termination deemed served on March 2, 2022. The Property Manager testified in detail and submitted evidence to the Board regarding the allegations in the notice:
  - a) The Landlord testified that the Tenant is an individual who has participated in theft of items of other Tenants, hosting illegal drug parties that disturb other Tenants and put their safety and security at risk.
  - b) On February 17, 2022 clothing was missing from a dryer in the laundry room. The Tenant whose items were missing went to the Tenant's door and inquired about the missing clothing. The Tenant informed her that she had not seen the items. However, since the door was open the Tenant looked into the unit and saw her missing items in the Tenant's unit. The incident was reported to the Landlord. The Landlord confronted the Tenant and she denied the allegations.
  - c) The Landlord testified that on February 21, 2022 the Tenant broke into a unit and stole a cell phone. The Landlord confronted the Tenant about the cell phone being in the Tenants rental unit she denied having any knowledge of how it got there.
  - d) The Landlord testified that there are ongoing disturbances from the Tenant's unit. These disturbances include noise as a result of the Tenant and her guests being incoherent from substance use. The Landlord testified that the Tenant and her guests also are using illegal substances in common areas of the rental complex.
  - e) The Landlord testified that on February 24 and February 26, 2022, the Tenant hosted a party and as a result of that party there was disturbing banging and moaning sounds from party attendees all night long.

- f) which disturbed the Tenants. The Property Manger testified that the behaviour is as a result of the Tenant's illegal drug use in the rental unit and provided photographs of the Tenants apartment with drug paraphernalia.
- g) The Landlord testified that on February 26 and February 27, 2022 there was a guest of the Tenants sleeping on the laundry room floor. He was incoherent because he was high on drugs. This also frightened the other Tenants in the building. The Property Manager supplied in evidence a photograph of the sleeping man.
- h) The Landlord testified that Tenants have also complained that they have found syringes and drug pipes in the laundry room dryers and they are concerned for their safety.

### **Relief from eviction**

- 4. 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. The Tenant did not attend the hearing and provide evidence regarding the events outlined in the N5 notice or evidence of her circumstances where the Board may consider delaying or denying eviction.
- 5. Based on the uncontested testimony and evidence of the Landlord, I find that on a balance of probabilities the Tenant and has substantially interfered with the reasonable enjoyment of the other Tenants. The Tenant did not stop the behaviour outlined in the N5 notice and continued to host parties where illegal drugs are used and where the result of those parties and guests are substantially interfering with the reasonable enjoyment of the other Tenants.

### **Daily compensation, NSF charges, rent deposit**

- 6. The Tenant was required to pay the Landlord \$5,833.97 in daily compensation for use and occupation of the rental unit for the period from March 22, 2022 to February 22, 2023.
- 7. Based on the Monthly rent, the daily compensation is \$17.26. This amount is calculated as follows: \$525.00 x 12, divided by 365 days.
- 8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
- 9. The Landlord collected a rent deposit of \$525.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$5.49 is owing to the Tenant for the period from February 16, 2022 to May 26, 2023.

10. In accordance with subsection 106(10) of the *Residential Tenancies Act, 2006*, (the 'Act') the last month's rent deposit shall be applied to the rent for the last month of the tenancy.

**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 July 15, 2023.
2. The Tenant shall pay to the Landlord \$5,308.97, which represents compensation for the use of the unit from March 22, 2022 to February 22, 2023, less the rent the Tenant has paid during this period and the rent deposit and interest the Landlord owes on the rent deposit. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
3. The Tenant shall also pay the Landlord compensation of \$17.26 per day for the use of the unit starting February 23, 2023 until the date the Tenant moves out of the unit.
4. If the unit is not vacated on or before July 15, 2023, then starting July 16, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
5. 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 July 16, 2023.

**June 23, 2023**

**Date Issued**

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Maria Shaw

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 October 29, 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.