



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

**Citation:** Boardwalk General Partnership v Munro, 2023 ONLTB 31105

**Date:** 2023-04-13

**File Number:** LTB-L-045478-22

**In the matter of:** 1210, 114 ARBOUR GLEN CRES  
London ON N5Y2A3

**Between:** Boardwalk General Partnership Landlord

**And**

Ross Munro Tenant

Boardwalk General Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Ross Munro (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 April 3, 2023. The Landlord and the Landlord's witness, A. Murphy (AM), 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.

**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 is terminated on April 24, 2023.
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 July 18, 2022, the Landlord gave the Tenant a first, voidable N5 notice of termination. The first N5 notice of termination alleged that inspections of the rental unit revealed that the Tenant's unit was not prepared for pest control and was substantially unclean. AM, the Landlord's employee, testified to observing these conditions and the impact on the Landlord  
**File Number:** LTB-L-045478-22

and other tenants. As such, I am satisfied that the Tenant substantially interfered with the Landlord and other tenants' reasonable enjoyment. Therefore, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006 (Act)*.

4. On August 10, 2022, the Landlord gave the Tenant a second N5 notice of termination. The notice of termination contains the following allegations:
  - On July 27, 2022, there was an inspection of the Tenant's rental unit. There was a strong odour of garbage and rotting food, cardboard beer cases piled, takeout containers and plastic bags piled on the stove and kitchen counters, and debris scattered throughout the unit.
5. AM testified to having observed the unit. She stated that the condition of the unit had worsened since the first N5 was served. Pest control refuses to perform treatment in the unit and as such, pests have spread to neighbouring units. There was also a foul odour emanating from the unit into the common hallway. I accept the uncontested evidence of the Landlord and find that the Tenant's unit was substantially unclean. As such, I find the Landlord proved, on a balance of probabilities, that the Tenant has substantially interfered with the Landlord's and the other tenants' reasonable enjoyment of the residential complex.

### **Relief from eviction**

6. 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.
7. The Landlord submitted that the tenancy could not continue. AM testified that the condition of the Tenant's unit became worse after the application was filed. Submitted into evidence were photographs of the unit from October 2022 to March 2023. The photographs showed beer cans piled high, a large puddle of blood on the floor, and the debris scattered in the unit increased. There were also items obstructing entryways and on the stove, creating fire hazards.

8. In consideration of the foregoing, and the fact that the Tenant did not attend the hearing to disclose any circumstances to consider relief from eviction, relief will not be granted.

### **Daily compensation**

9. The Tenant was required to pay the Landlord \$6,219.28 in daily compensation for use and occupation of the rental unit for the period from September 1, 2022 to April 3, 2023.
10. Based on the Monthly rent, the daily compensation is \$28.93. This amount is calculated as follows: \$879.86 x 12, divided by 365 days.
11. The Landlord submitted that all rent has been paid to date.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

**File Number: LTB-L-045478-22**

### **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 April 24, 2023.
2. If the unit is not vacated on or before April 24, 2023, then starting April 25, 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 April 25, 2023.
4. The Tenant shall pay the Landlord compensation of \$28.93 per day for the use of the unit starting April 4, 2023 until the date the Tenant moves out of the unit.
5. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before April 24, 2023, they will start to owe interest. This will be simple interest calculated from April 25, 2023 at 5.00% annually on the balance outstanding.

**April 13, 2023**

**Date Issued**

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**Camille Tancioco**

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 of the Tenant expires on October 25, 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.