



Order under Section 69
Residential Tenancies Act, 2006

Citation: The Evernew Group v Neron, 2023 ONLTB 31392

Date: 2023-04-12

File Number: LTB-L-010045-22

In the matter of: unit E, 282 PILLETTE RD
Windsor ON N8Y3B2

Between: The Evernew Group Landlord

And

Adam Neron Tenant

The Evernew Group (the 'Landlord') applied for an order to terminate the tenancy and evict Adam Neron (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.

The Evernew Group (the 'Landlord') applied for an order requiring Adam Neron (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on November 3, 2022.

Only the Landlord's Agent, R. Bondy and the Landlord's Legal Representative, T. Currie attended the hearing.

As of 10:09 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. For the following reasons, I find on a balance of probabilities, that the Landlord has proven their application.
2. The residential complex is a multi residential complex. The Tenant was in possession of the rental unit on the date the application was filed and was still in possession at the time of the hearing.
3. On February 10, 2022, the Landlord gave the Tenants a first N5 notice of termination. The notice of termination contains the following allegations:

Date/Time	Details of the Events
JANUARY 16, 2022 APPROX 2PM	YOU WERE SEEN RUNNING AND SCREAMING IN THE COMMON AREA OF THE BUILDING, THEN SLAMMED THE COMMON BACK DOOR REPEATEDLY UNTIL THE DOOR BROKE OFF THE HINGES, LEAVING THE COMPLEX EXPOSED TO THE ELEMENTS AND UNSECURED. THE DAMAGED AMOUNT TO PAY TO YOUR LANDLORD IS LISTED ABOVE IN THIS NOTICE. POLICE WERE CALLED BY TENANTS FOR FEAR OF THEIR SAFETY AND MANAGEMENT CONTACTED POLICE FOR DAMAGE TO THE PROPERTY.
JANUARY 19, 2022 2:59AM JANUARY 27, 2022 APPROX 5PM	MANAGEMENT RECEIVED A REPORT THAT YOU WERE SLAMMING YOUR FRONT UNIT DOOR IN THE COMMON AREA HALLWAY, WAKING YOUR NEIGHBOURS. THIS INTERFERS WITH TENANTS REASONABLE ENJOYMENT AND THE REASONABLE ENJOYMENT OF THE LANDLORD. THREE DIFFERENT TENANCIES IN THE UNITS SURROUNDING YOURS HAVE GIVEN THEIR NOTICE TO VACATE DUE TO YOUR DISRUPTIVE AND DANGEROUS BEHAVIOUR AT THE COMPLEX. THEY FEAR FOR THEIR SAFETY. THE LANDLORD IS FACING MONETARY DAMAGE DUE TO YOUR ACTIONS.
JANUARY 17, 2022 APPROX 7:30 p.m	POLICE ADVISED MANAGEMENT NOT TO ATTEND THE COMPLEX ALONE, AND TO WORK IN PAIRS DUE TO YOUR ERRATIC AND DANGEROUS BEHAVIOUR. THIS INTERFERS WITH THE LANDLORDS REASONABLE ENJOYMENT BY DISRUPTING PRODUCTIVE WORK, MANAGEMENT OF TIME AND RESOURCES BY NEEDING TO HAVE TWO INDIVIDUALS PRESENT TO DUE REGULAR MAINTENANCE.

4. The N5 notice of termination was given based on the following sections of the Residential Tenancies Act, 2006 (the 'Act'):

62 (1) A landlord may give a tenant notice of termination of the tenancy if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex wilfully or negligently causes undue damage to the rental unit or the residential complex.

...

64 (1) A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes

by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant.

5. The N5 was voidable, which means that if within 7 days after receiving the notice the Tenants comply with the contents of the notice, or make arrangements suitable to the Landlord, the notice becomes void and the Landlord could no longer pursue termination of the tenancy.
6. The evidence before me at the hearing with respect to the substantial interference was the Tenant running and screaming in the common area of the building on January 16, 2022 and then slamming the common back door until it broke off the hinges, as well as the Tenant slamming his own unit door repeatedly in the early morning hours of January 19, 2022 and waking the neighbours
7. The 'voiding period' for the notice of termination was February 11, 2022 to February 17, 2022. There was no evidence before me of any subsequent damage or conduct within the aforementioned period, therefore I find that the Tenants voided the substantial interference portion of the Notice.
8. The Tenants did not repair the damage or pay the Landlord the reasonable costs to repair the damage or make arrangements satisfactory to the Landlord within seven days after receiving the N5 notice of termination. Therefore, the Tenants did not void the portion of the N5 alleging undue damage.
9. The Landlord will incur costs of \$700.00 to replace the broken back door. This was supported by the Landlord's agent, R. Bondy, testifying that this is based off his own in experience having been in property management for years.
10. I am satisfied that the Tenant caused undue damage to the residential complex and did so wilfully.

Relief from eviction

11. The Tenant did not attend the hearing to give any insight into his personal circumstances or to contest the Landlord's application.
12. The Landlord is seeking termination of the Tenancy.
13. 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.

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 23, 2023.
2. If the unit is not vacated on or before April 23, 2023, then starting April 24, 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 24, 2023.
4. The Tenant shall pay to the Landlord \$700.00, which represents the reasonable costs of replacing the damaged property.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenant owes the Landlord is \$886.00.
7. If the Tenant does not pay the Landlord the full amount owing on or before April 23, 2023, the Tenant will start to owe interest. This will be simple interest calculated from April 24, 2023 at 6.00% annually on the balance outstanding.

April 12, 2023

Date Issued

Emily Robb

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 24, 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.

