



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

Citation: Chen v Mccrea, 2023 ONLTB 28350

Date: 2023-03-29

File Number: LTB-L-002806-23

In the matter of: BASEMENT UNIT, 216 GLEBEMOUNT AVE EAST
YORK ON M4C3T4

Between: Shimin Chen Landlord

And

Kara Johanna Mccrea Tenant

Shimin Chen (the 'Landlord') applied for an order to terminate the tenancy and evict Kara Johanna Mccrea (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex.

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 March 20, 2023. The Landlord, represented by Yun Tao Li attended the hearing.

As of 10:30am, 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. The Tenant has taped over as well as dismantling the smoke detector on four separate occasions. The Tenant also set fire in the rental unit. The fire department responded to the incident.
4. In addition to these incidents, the Landlord has text and mail messages, as well as video, that show the Tenant has been threatening the safety of the tenant's daughter in the upstairs rental unit.

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5. The Tenant has also been arrested twice for smashing the upstairs door.
6. Photographs of the smoke detector, and broken door was submitted as evidence prior to the hearing and reviewed at the hearing.
7. I find the actions of the Tenant have seriously impaired the safety of others in the residential complex.
8. The Tenant was required to pay the Landlord \$1,272.33 in daily compensation for use and occupation of the rental unit for the period from February 6, 2023 to March 20, 2023.
9. Based on the Monthly rent, the daily compensation is \$29.59. This amount is calculated as follows: \$900.00 x 12, divided by 365 days.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$900.00 from the Tenant and this deposit is still being held by the Landlord.
12. 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.
13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the activities in addition to the allegations in the N7 notice, 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 April 3, 2023.
2. If the unit is not vacated on or before April 3, 2023, then starting April 4, 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 4, 2023.
4. The Tenant shall pay to the Landlord \$372.33, which represents compensation for the use of the unit from February 6, 2023 to March 20, 2023, less the rent deposit and interest the Landlord owes on the rent deposit.
5. The Tenant shall also pay the Landlord compensation of \$29.59 per day for the use of the unit starting March 21, 2023 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the amount the Landlord is entitled to by \$(714.00).

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8. However, the Landlord is authorized to deduct from amount owing to the Tenant \$29.59 per day for compensation for the use of the unit starting March 21, 2023 to the date the Tenant moves out of the unit.
9. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

March 29, 2023

Date Issued

Greg Joy

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 4, 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.

