



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

**Citation:** London & Middlesex Community Housing Inc. v Mongeon, 2023 ONLTB 26594

**Date:** 2023-03-24

**File Number:** LTB-L-077959-22

**In the matter of:** 702, 241 SIMCOE ST LONDON  
ON N6B3L4

**Between:** London & Middlesex Community Housing Inc. Landlord

**And**

Sheldon Mongeon Tenant

London & Middlesex Community Housing Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Sheldon Mongeon (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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises.

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 13, 2023. The Landlord's representative, Cameron Burgess, attended the hearing. Also in attendance as witness for the Landlord, was Deven Richardson, who testified to the condition of the rental unit.

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. On December 14, 2022, the Landlord gave the Tenant an N7 notice of termination. The notice of termination contains the following allegations:
  - The Tenant has caused wilful damage to the rental unit.
  - The Tenant has seriously impaired the safety of others.

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4. Photographs of the rental unit show that there is extensive damage, including several large holes in the walls, graffiti and several dents on the front door, the pantry door has been removed, and Mr. Richardson testified that the Tenant admitted taking a baseball bat to the unit.
5. The evidence also shows that the Tenant has placed tape over the smoke alarm, and had left a T-shirt on the stove with an element left on, which caused a fire in the unit to which the fire department attended. A video of the Tenant's guests show that they fired a flare gun in the elevator.
6. I find the Tenant has caused wilful damage and the Tenant and the Tenant's guests actions, have seriously impaired the safety of other residents in the residential complex.
7. The Tenant was required to pay the Landlord \$347.31 in daily compensation for use and occupation of the rental unit for the period from December 28, 2022 to March 13, 2023.
8. Based on the Monthly rent, the daily compensation is \$4.57. This amount is calculated as follows:  $\$139.00 \times 12$ , divided by 365 days.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. There is no last month's rent deposit.
11. 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 March 29, 2023.
2. If the unit is not vacated on or before March 29, 2023, then starting March 30, 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 March 30, 2023. The Sheriff is requested to expedite the enforcement of this order.

4. The Tenant shall pay to the Landlord \$347.31, which represents compensation for the use of the unit from December 28, 2022 to March 13, 2023, less the rent deposit and interest the Landlord owes on the rent deposit.
5. The Tenant shall also pay the Landlord compensation of \$4.57 per day for the use of the unit starting March 14, 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. If the Tenant does not pay the Landlord the full amount owing on or before March 29, 2023, the Tenant will start to owe interest. This will be simple interest calculated from March 30, 2023 at 5.00% annually on the balance outstanding.

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**March 24, 2023**

**Date Issued**

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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 September 30, 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.

