



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

**Citation:** Parss v Macdonald, 2023 ONLTB 24800

**Date:** 2023-03-13

**File Number:** LTB-L-025531-22

**In the matter of:** BASEMENT UNIT, 104 PUGET ST BARRIE  
ON L4M4N5

**Between:** Karl Parss Landlord

**And**

Cameron Macdonald Tenant

Karl Parss (the 'Landlord') applied for an order to terminate the tenancy and evict Cameron Macdonald (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 in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

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 January 24, 2023.

Only the Landlord and the Landlord's legal representative, L. Dubois, attended the hearing.

As of 11:20 am, 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The rental unit is a basement unit with its own locked door separating it from the upstairs. The monthly rent is \$694.00. The Landlord is holding a last month's rent deposit of \$650.00 on behalf of the Tenant.

N12 Notice of Termination

On February 9, 2022, the Landlord gave the Tenant an N12 notice of termination with the termination date of April 30, 2022. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord's sister.

4. The Landlord said that the Tenant lives in the basement of the residential complex. The Landlord lives upstairs alone. He said that his sister asked him if she could move into the house, which was inherited from their mother in 1998. The Landlord said that he is retired, and the Tenant was helping to pay his bills for a few years. However, he said that he now no longer wants to be a Landlord, and he wants to share the house with his sister.
5. I find, on the uncontested evidence of the Landlord, that the Landlord in good faith requires possession of the rental unit for the purpose of his own and his sister's residential occupation for a period of at least one year.
6. The Landlord said that he paid the Tenant the required one month's compensation on April 25, 2022. Therefore, he has compensated the Tenant an amount equal to one month's rent by April 30, 2022.

N5 Notice of Termination]

On March 15, 2022, the Landlord mailed the Tenant an N5 notice of termination. It was deemed to be served on March 20, 2022. The notice of termination alleges that the Tenant removed smoke and CO2 detectors, and that the Tenant has refused entry for follow up inspections. He also alleges that the Tenant changed the locks for entry into the Tenant's rental unit without authorization from the Landlord, and the Tenant has not provided the Landlord with a key.

7. The Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination. The Landlord attempted to arrange a number of dates to inspect the rental unit, but the Tenant did not permit entry, and has continued to refuse access to the unit since the end of 2021. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

8. The Landlord said that he first observed the smoke alarm and CO2 detector were missing in the Tenant's unit upon inspection in October 2021. He said that he put batteries in the CO2 detector and tried to enter the unit to reinstall it, but the Tenant refused entry.
9. The Landlord said that the Tenant has installed a locked bolt on the Tenant's side of the door inside the house, and the Landlord is unable to access the rental unit. He said that the Tenant can also access his unit from the outside, and the Tenant has changed the lock on the exterior door as well. The Landlord has requested a key for entry, but the Tenant refused.
10. The Landlord said that he sent notices of entry for various dates, including for entry on December 1, 2021, and on February 10, 2022. The Tenant refused entry both times.
11. The Landlord said that he served the N5 notice of termination after the second refused entry. He said that he then provided a notice of entry on March 25, 2022, for entry on March 27, 2022, which was during the voiding period. He said that the Tenant refused to answer the door on March 27, 2022, thereby failing to void the N5 notice of termination.
12. The Landlord said that since March 2022, the Tenant has refused to answer or respond to any communication from the Landlord, including in November 2022, when he wanted to inspect the furnace for the winter.
13. The Landlord said that he has been obliged to purchase and use 2 portable electric heaters during the winter because he cannot prepare the furnace. He also said that he has to use his wood stove in the living room. The Landlord said that he suspects the Tenant has their own electric heaters because the Landlord's electric bills have doubled.
14. The Landlord said that he has now had to endure a cold house, he wears long underwear and a wool hat in the house, and he has to purchase large amounts of wood for his fireplace, and also attend to the fireplace during the night.
15. The Landlord submits that the Tenant should be evicted as soon as possible because of the urgent lack of heating problem in the house. The Landlord submits that the Tenant changed the locks, and has persisted in refusing entry to the Landlord for inspection or for servicing the furnace. The Landlord said that he fears problems with the cold pipes, and he has also suffered from increased electric bills. The Landlord also submits that he does not want to be a Landlord, and he seeks to provide residential occupation to his sister so they can share the house.
16. I find, based on the uncontested evidence of the Landlord, that the Landlord has proved on a balance of probabilities that 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 by changing the locks and refusing entry to the Landlord, by failing to permit entry to service the furnace and thereby creating a heating problem in the house, and also causing the Landlord's electric bills to increase.

17. Based on the Monthly rent, the daily compensation is \$22.82. This amount is calculated as follows: \$694.00 x 12, divided by 365 days.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

19. The Landlord has proved, on a balance of probabilities, that he requires occupation of the residential complex for him and his sister, and he no longer desires to be a Landlord.
20. The Tenant has refused entry to the Landlord for over a year, and this has caused problems in the residential complex. The Landlord and Tenant relationship has broken down, the Tenant refuses to respond to the Landlord's communications, and also continues to refuse entry to the Landlord. The house is cold, the Landlord cannot use his furnace, and his electric bills have increased. In addition, the Landlord is now concerned about the potential for the pipes in the house to freeze over the winter. As the Tenant has created an urgent safety situation in the house, it is appropriate for the Landlord to recover possession of the rental unit as soon as possible.
21. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find, based on the above, that it would be unfair to grant relief from eviction pursuant to subsection 83(1)(a) 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 24, 2023.
2. If the unit is not vacated on or before March 24, 2023, then starting March 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 March 25, 2023.
4. If the Tenant fails to move out by March 24, 2023, the Tenant shall also pay the Landlord compensation of \$22.82 per day for the use of the unit starting March 24, 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 March 24, 2023, the Tenant will start to owe interest. This will be simple interest calculated from March 25, 2023 at 5.00% annually on the balance outstanding.

**March 13, 2023**

**Date Issued**

\_\_\_\_\_  
Nancy Morris

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 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.