



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

**Citation:** Imeneo v Lackie, 2023 ONLTB 23604

**Date:** 2023-03-03

**File Number:** LTB-L-045690-22

**In the matter of:** 14 WEST PALM CRT  
NORTH YORK ON M9M1R7

**Between:** Vincenzo Imeneo Landlord

**And**

Michael Lackie Tenant

Vincenzo Imeneo (the 'Landlord') applied for an order to terminate the tenancy and evict Michael Lackie (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 building has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord in a building that has three or fewer residential units and the Landlord resides in the building.

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 25, 2023.

Only the Landlord and his spouse Carmelina attended the hearing.

As of 1:35 p.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 effective March 8, 2023.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N7 Notice of Termination

3. On August 11, 2022, the Landlord gave the Tenant an N7 notice of termination deemed served on August 11, 2022. The notice of termination contains the following allegations:

<u>Date/Time</u>	<u>Details of the Events</u>
May 15 <sup>th</sup> , 2022 (1:00 pm)	-Tenant changed the locks without notifying the landlord
July 1 <sup>st</sup> 2022/August 1 <sup>st</sup> , 2022 (6:00pm)	-Landlord asked for rent from tenant. Tenant did not pay and gave multiple threats to landlord's safety and well-being.
August 5 <sup>th</sup> , 2022 (6:30 pm)	-Tenant shoved and pushed landlord against the wall and threatened to keep hitting landlord. The landlord maneuvered around the tenant to avoid being hit multiple times by the tenant. Called police and filed a report (Event number: 22-1506212).
August 9 <sup>th</sup> , 2022 (8:00 pm)	-Tenant tampered with security cameras. Tenant went on landlord's private backyard deck and grabbed landlord's ladder. Tenant climbed up to the camera and put a piece of black tape to cover the lens of the camera.
All the time every day (constant)	-Landlord cannot make use of backyard shared entrance because tenant and tenant guest are always outside smoking and having dogs off leash. Tenant has guests living in the rental unit that are not on the lease causing hardships to our financial stability. Tenant guests have been living in rental unit since May 27 <sup>th</sup> , 2022.
All the time every day (constant)	-Tenant and tenant guest are up all hours of the night and do not respect landlord's sleep time hours as the tenant/tenant guest does not work or have any responsibilities.

Serious Impairment of Safety

4. The Tenant has seriously impaired the safety of the Landlord by threatening to hit the Landlord, shoving and disabling security surveillance cameras outside the rental unit. This conduct occurred on the grounds of the residential complex.
5. The Landlord submitted that he has had a number of issues with the Tenant since moving into the rental unit on April 8, 2022. Specifically, the tenant has changed the locks and has threatened the Landlord when the Landlord was seeking the payment of rent, these are just a couple of examples leading up to the events of August 5, 2022.
6. On August 5, 2022 the Landlord and Tenant were having a discussion on the side of the house that did not have cameras, the Tenant pushed the Landlord against the wall and uttered threats. The police were called and incident report # 22-1506212 was recorded. While the Landlord did not pursue charges, he submitted that he very scared and panicked specifically fearing for his wife's safety if she should be left alone in the home.
7. On August the 9, 2022 the Tenant climbed a ladder and tampered with the security cameras attached to the outside of the rental unit by placing black tape on the lens of the camera to obstruct view and recording. Video evidence was submitted into the Board's record. When asked about why he did this, the Tenant said he didn't like where the camera was facing. The Landlord submitted that the camera was pointing to a shared outdoor space where the Tenant smoked.
8. The Landlord submitted that the Tenant has purposely obstructed the surveillance cameras to prevent detection of any inappropriate behavior towards the Landlord and without having any record of his actions. Specifically, the Landlord submitted that as soon as the camera was down this is when the Tenant abused him, had freedom to scream, become argumentative and uttered threats.
9. On November 9, 2022, the Tenant once again covered up the cameras outside of the rental unit, police were called and the Tenant was provided with a warning that if behaviour does not stop he will be arrested for mischief. The Tenant was subsequently arrested and released conditionally. The Landlords' fear for their own safety based on what they describe as unstable and erratic behavior of the Tenant.
10. A video of November 11, 2022 as submitted into evidence demonstrates the Tenant flicking a cigarette onto the grass of the residential complex uttering "call the police and call the fire department too." The Landlord submitted that in viewing this action, the Tenant was allegedly threatening to burn the house down.
11. On the basis of the uncontested evidence that the Tenant engaged in a physical pushing, uttering threats of violence and disabling the surveillance cameras, I am satisfied that the Landlord has met the burden of proof to establish that the Tenant's behaviour constitutes serious impairment of the safety of other persons in the residential complex, specifically that of the Landlord and his spouse.
12. As I have found that there has been a substantial impairment of safety to others in the residential complex, sufficient grounds have been established to terminate the tenancy.

Substantial Interference

13. The building has three or fewer residential units.
14. The Landlord resides in the building.
15. The Tenant has denied the Landlord access into the rental unit to address an electrical emergency on May 15, 2022, this resulted in the Landlord not having power to a part of the home.
16. The Tenant has brought guests into the yard with unleashed dogs roaming, leaving feces in the yard, as a result has precluded the Landlord from the utility of shared yard.
17. Through the Tenant's actions, based on the Landlord's fear of safety, the Landlords can no longer use the shared laundry facilities within the home and must do their laundry offsite.
18. Based on the uncontested evidence before the Board, on the balance of probabilities, I find this pattern of conduct has substantially interfered with the Landlord's reasonable enjoyment of the building and this conduct substantially interferes with a lawful right, privilege or interest of the Landlord.

Daily compensation

19. The Tenant was required to pay the Landlord \$8,718.90 in daily compensation for use and occupation of the rental unit for the period from August 23, 2022 to January 25, 2023.
20. Based on the Monthly rent, the daily compensation is \$55.89. This amount is calculated as follows: \$1,700.00 x 12, divided by 365 days.
21. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
22. There is no last month's rent deposit.

Relief from eviction

23. 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. The Tenant failed to attend the hearing to provide evidence of their circumstances and the Landlord's Representative submitted that they are unaware of any circumstances that would cause me to delay or deny an eviction.
24. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

**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 8, 2023.

2. If the unit is not vacated on or before March 8, 2023, then starting March 9, 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 9, 2023. The Sherriff is requested to expedite the enforcement of this order.
4. The Tenant shall pay to the Landlord \$8,718.90, which represents compensation for the use of the unit from August 23, 2022 to January 25, 2023, less the rent deposit and interest the Landlord owes on the rent deposit.
5. The Tenant shall also pay the Landlord compensation of \$55.89 per day for the use of the unit starting January 26, 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 8, 2023, the Tenant will start to owe interest. This will be simple interest calculated from March 9, 2023 at 5.00% annually on the balance outstanding.

**March 3, 2023**

**Date Issued**

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Alicia Johnson  
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 9, 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.

