



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

**Citation:** Weston Property Management v Brown, 2023 ONLTB 20491

**Date:** 2023-02-15

**File Number:** LTB-L-032995-22

**In the matter of:** 1906, 1765 WESTON RD  
YORK ON M9N3P7

**Between:** Weston Property Management Landlord

**And**

Ashley Brown Tenant

2023 ONLTB 20491 (CanLII)

Weston Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Ashley Brown (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 November 24, 2022. Only the Landlord's agent M. O'Connor and the Landlord's legal representative A. Trent attended the hearing.

I waited until after 9:30am to call the matter, 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. On June 10, 2022, the Landlord gave the Tenant an N7 notice of termination. The notice of termination contains the following allegations:

- On June 9, 2022, at approximately 9:00am the Tenant was in the common hallway of the rental unit and had defecated and smeared it on the wall.
  - On the same day the Landlord conducted an inspection of the rental unit and determined that the Tenant had willfully damaged to the living-room and bedroom closet doors, insulation pulled out from the walls, bathroom vanity doors missing, kitchen cupboard's pulled off the wall and doors missing.
4. During the hearing the Landlord relied on photographs depicting the state of the unit. Based on the evidence I am satisfied that the Tenant has seriously impaired the safety of other individuals and that this conduct occurred in the residential complex.
  5. I am also satisfied that the Tenant has willfully caused undue damage to the rental unit.
  6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
  7. The Landlord collected a rent deposit of \$1,025.00 from the Tenant and this deposit is still being held by the Landlord.
  8. 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.
  9. As noted, the Tenant did not attend the hearing of this matter and thus I did not have the opportunity to hear their evidence regarding their circumstances. or to dispute the Landlord's application for an eviction order.
  10. 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 February 20, 2023.
2. If the unit is not vacated on or before February 20, 2023, then starting February 21, 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 February 21, 2023.
4. The Tenant shall also pay the Landlord compensation of \$35.06 per day for the use of the unit starting November 25, 2022 until the date the Tenant moves out of the unit.
5. The Tenant shall also 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 February 26, 2023, the Tenant will start to owe interest. This will be simple interest calculated from February 27, 2023, at 5% annually on the balance outstanding.

**February 15, 2023**

**Date Issued**

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**Curtis Begg**

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 August 21, 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.

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