



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

Citation: LONDON & MIDDLESEX COMMUNITY HOUSING v ABRA, 2023 ONLTB 19264

Date: 2023-02-14

File Number: LTB-L-073893-22

In the matter of: 214, 345 WHARNCLIFFE
LONDON ONTARIO N6G1E5

Between: London & Middlesex Community Housing Landlord

And

Bradley Abra Tenant

London & Middlesex Community Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Bradley Abra (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.

This application was heard by videoconference on February 2, 2023.

Only the Landlord's Legal Representative Preston Haynes and the Landlord's Witnesses Stacey Clarke and Bryce Porter attended the hearing.

As of 10:47 a.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. Since the Tenant did not attend and the Landlord was prepared to proceed, the matter proceeded by way of an uncontested hearing pursuant to section 7 of the *Statutory Powers Procedure Act*, R.S.O. 1990.

At 1:00 p.m. the Tenant signed in to the virtual hearing room. I explained to him the matter was scheduled for 9:00 a.m. and was heard at 10:47 a.m. Given the Landlord had left the hearing when the file was concluded, I could not recall the matter.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated on February 25, 2023.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On September 17, 2021, the Landlord served a valid first N5 Notice of Termination on the Tenant. The termination date contained in the Notice was October 8, 2021. The N5 Notice alleges the following:
 - a) On September 14, 2021 at 12:40 p.m. the Tenant left a voicemail message for the Landlord's staff in an aggressive tone, shouting and using profanity. The Tenant also made unfounded allegations that the Landlord's staff was targeting the Tenant unfairly by requesting documentation the Tenant's CRB benefits had ended.
 - b) On September 15, 2021, at 3:52 p.m., the Tenant left a voicemail for the Landlord's staff in an extremely aggressive tone, yelling, shouting profanities and using derogatory names.
4. The Tenant had seven days to void the N5 Notice by stopping the alleged behaviour. This voiding period was September 17, 2021 until September 24, 2021.
5. The Landlord submitted audio recordings of the two voicemail messages left by the Tenant on the dates stipulated on the N5 Notice. Frankly, I find the allegations on the N5 Notice understate the content and tone of the messages left by the Tenant. They are angry, abusive and go beyond what a reasonable person would consider communication for the purposes of making a complaint.
6. I am satisfied on a balance of probabilities the Landlord has proved the allegations on the N5 Notice and that the Tenant has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord. I find a Landlord and their staff are entitled to work and conduct their business in an environment free from the Tenant's conduct. Additionally, I can infer staff members, as a result of receiving these messages from the Tenant, would feel unsafe and intimidated in the presence of the Tenant.
7. The Landlord's Witness Stacey Clarke testified at the hearing. She is a community relations worker for London Middlesex Community Housing and has worked at the residential complex for 11 years. Ms. Clarke confirmed the Tenant left another voicemail for the Landlord's staff on September 24, 2021. Again, the content of the message amounts to a loud, swear laden tirade directed at the Landlord. I am satisfied on balance of probabilities the Tenant did not void the N5 Notice of Termination in accordance with section 64(3) of the *Residential Tenancies Act, 2006* (the Act).
8. Ms. Clarke testified that since the N5 Notice was served, the conduct of the Tenant has not improved. Further voicemails were left by the Tenant on October 16, 2021 and December 19, 2021. The content of the messages appears to show an escalation of anger and the quantum of inappropriate words used by the Tenant.

9. The Landlord's other witness Bryce Porter is a security officer for London and Middlesex Community Housing and has been in this position for two years. His evidence was since the N5 Notice was served there have been several complaints received from other tenants regarding the Tenant's behavior. In particular, on November 10, 2022, he was dispatched to the residential complex because the Tenant was screaming and yelling in the hallway. Security camera footage reviewed by the witness showed the Tenant exiting his rental unit and throwing an object at another tenant's door. The Landlord submitted a photo of the dent left behind on the door.
10. Mr. Porter also testified to an incident that took place on November 23, 2022 involving the London Police Service and the Tenant in which the Tenant barricaded the door to the rental unit to prevent entry by the police.
11. The Landlord submitted a log of incidents involving the Tenant that occurred over the period November 2, 2021 until November 23, 2022. The behaviour of the Tenant has resulted in his tenancy being flagged for security purposes. Staff and maintenance workers are required to attend the rental unit with security, police or another staff member due to the Tenants unpredictable behaviour.
12. Finally, Mr. Porter testified the day before the hearing on February 1, 2023, the Tenant had caused a disturbance at the residential complex and damaged property in the common areas.

Section 83 Considerations

13. The Landlord sought eviction of the Tenant as soon as possible given the volatile nature of the Tenant and the ongoing safety concerns for other tenants.
14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. I asked the Landlord if there were any circumstances they were aware of that the Tenant may be experiencing that would make an eviction unfair and they were aware of none. The Tenant did not attend the hearing to present any evidence or submissions in support of granting relief from eviction.

Costs

15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

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 25, 2023.

2. If the unit is not vacated on or before February 25, 2023, then starting February 26, 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 26, 2023.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before February 25, 2023, the Tenant will start to owe interest. This will be simple interest calculated from February 26, 2023 at 5.00% annually on the balance outstanding.

February 14, 2023
Date Issued

John Cashmore
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 26, 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