



**Order under Section 78(6)  
Residential Tenancies Act, 2006**

**Citation:** One Hundred Rentals Inc. v Fabiano, 2023 ONLTB 20743

**Date:** 2023-02-13

**File Number:** LTB-L-080478-22

**In the matter of:** 305, 100 James Street  
Sault Ste Marie ON P6A6B8

**Between:** One Hundred Rentals Inc. Landlord

**And**

Antonio Fabiano Tenant

One Hundred Rentals Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Antonio Fabiano (the 'Tenant') and for an order to have the Tenant pay the amounts the Tenant owes until the day they move out of the rental unit because the Tenant failed to meet condition(s) specified in the order issued by the Board on December 23, 2021 with respect to application NOL-43701-21-CO.

This application was decided without a hearing being held.

**Determinations:**

1. The order provided that the Landlord could apply to the Board under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenant to terminate the tenancy and evict the Tenant if the Tenant did not meet certain condition(s) specified in the order.
2. I find that the Tenant has not met the following condition specified in paragraphs 1, 2, and 3 of the previous order which note the following:
  - 1) Commencing immediately, and for the duration of the tenancy, the Tenant shall ensure, he or any occupant of the rental unit or any guest of the Tenant will not

substantially interfere with the reasonable enjoyment of another tenant of the residential complex and/or impair the safety of another Tenant or person at the residential complex.

- 2) Commencing immediately, and for the duration of the tenancy, the Tenant agrees that Olivia Schell will no longer be the Tenant's guest at the rental complex.
  
- 3) Commencing immediately, and for the duration of the tenancy, the Tenant shall not permit Olivia Schell to visit or occupy the rental unit or trespass on the residential complex premises.
  
3. The Landlord submits in the Declaration in support of the application that on November 11, 2022 at approximately 9:38 pm, security camera footage captured Olivia Schell entering the Tenant's rental unit. The Landlord submits that paramedics, fire services, and the police attended the rental unit on November 12, 2022 at approximately 3:13 am. Olivia Schell left the rental unit at approximately 7:17 am on that date but remained in the lobby drinking beer and smoking illicit drugs using a crack pipe until the police arrived at approximately 8:00 am and escorted her from the residential complex. The Landlord further submits that the office received numerous complaints from other tenants that the Tenant's guest was causing a disturbance in the common area and impairing the health and safety of others.
  
4. The Landlord submits the Tenant confirmed to the Landlord on November 14, 2022 that he allowed Olivia Schell to enter the building and allowed her to stay overnight and confirmed the details captured on the security camera footage.
  
5. I find the Tenant has breached paragraphs 1, 2, and 3 of the previous order. I find the allegations raised in the Landlord's Declaration support that the Tenant allowed his guest, Olivia Schell to enter the residential complex on November 11, 2022 and that the Tenant allowed Olivia Schell to stay overnight in the rental unit on that date. I accept the Landlord's submission that paramedics, fire services, and the police attended the rental unit on November 12, 2022, the alleged behaviour of Olivia Schell in the lobby resulted in her removal by the police from the residential complex. I find this has substantially interfering with the reasonable enjoyment of the other tenants.

**It is ordered that:**

6. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before February 24, 2023.

7. If the unit is not vacated on or before February 24, 2023, then starting February 25, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 25, 2023.
9. As of the date of this order, the amount of the rent deposit (\$925.00) and interest the Landlord owes on the rent deposit exceeds the cost of filing the application (\$186.00) and the amount the Landlord is entitled to by \$739.00 (\$925.00 - \$186.00).
10. However, the Landlord is authorized to deduct the following from the amount the Landlord owes the Tenant: \$30.41 per day for compensation for the use of the unit starting February 14, 2023 to the date the Tenant moves out of the unit.
11. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

**February 13, 2023**

**Date Issued**

Kimberly Parish

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor,  
Toronto ON M7A 2G6

The Tenant has until February 23, 2023 to file a motion with the LTB to set aside the order under s. 78(9) of the Act. If the tenant files the motion by February 23, 2023 the order will be stayed and the LTB will schedule a hearing.

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 expires on August 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.

