



**Order under Section 69 / 88.1
Residential Tenancies Act, 2006**

Citation: MIDWEST PROPERTY LTD v Pare, 2023 ONLTB 19673

Date: 2023-02-13

File Number: LTB-L-016252-22

In the matter of: UPPER FLOOR UNIT, 658 THE QUEENSWAY
ETOBICOKE ON M8Y1K7

Between: MIDWEST PROPERTY LTD Landlord

And

Christian Pare Tenant

MIDWEST PROPERTY LTD (the 'Landlord') applied for an order to terminate the tenancy and evict Christian Pare (the 'Tenant') because the Tenant has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on January 26, 2023.

The Landlord's Property Manager, the Landlord's Representative Maria Sturino, and the Tenant attended the hearing.

Determinations:

Adjournment Request

1. The Tenant requested an adjournment at the outset of the hearing for two reasons. First, because they did not have enough notice to adequately prepare for the hearing. Second, to retain a legal representative.
2. The Tenant stated that he learned of the hearing from the Landlord's Representative the week before the hearing and did not receive the notice of hearing that the Board sent him in the mail.
3. The Board's records reflect that the notice of hearing was mailed to the Tenant as of December 15, 2022.

4. The Landlord's Representative indicated that she sent the Tenant an email advising him about the upcoming hearing on January 12, 2023 and another email on January 18, 2023 with the Landlord's disclosure.
5. The Tenant stated that he took no steps to retain a legal representative because he did not receive sufficient notice of the hearing to give him enough time to do so.
6. Section 183 of the *Residential Tenancies Act, 2006* ('the Act') directs the Board to "adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and to be heard on the matter."
7. The adjournment request was denied because the Tenant did have adequate notice to prepare for the hearing. While it is possible that the Tenant did not receive the notice of hearing that the Board sent, the Tenant did receive an email from the Landlord a week before the hearing alerting him to the fact that there was an upcoming hearing. Additionally, that the Tenant received the email sent by the Landlord on January 18, 2023, means it is more likely than not, that he also received the email sent on January 12, 2023 as it would have gone to same email address. Additionally, the Tenant agreed that he received the second N5 notice of termination that was served upon him in March 2022. Since that time the Tenant has been on notice that an eviction application is likely pending with the Board.
8. The adjournment request was also denied because the Tenant took no steps to acquire legal representation. The right to legal counsel is not an absolute right and as previously stated the Tenant has been on notice that a hearing is likely pending since March 2022.
9. For those reasons the adjournment request was denied.

The Application

10. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated as of March 31, 2023.
11. The Landlord has proven on a balance of probabilities that the Tenant has substantially interfered with the Landlord's lawful right, privilege, and interest by repeatedly denying entry into the rental unit, changing the locks, cluttering the stairwell such that is unsafe to travel through, cluttering the rental unit, and using the rental unit as a hair salon. The remainder of the Landlord's claims are dismissed.
12. The rental property has two units. A commercial unit on the first floor and a residential property on the second floor in which the Tenant resides.
13. The Tenant was in possession of the rental unit on the date the application was filed.
14. The Tenant was served with the first N5 notice of termination on February 14, 2022 with a date of termination of March 11, 2022. I am satisfied on a balance of probabilities that was a valid first N5 notice. The Tenant was served with a second N5 notice on March 16, 2022 with a date of termination of April 4, 2022. The allegations in the second notice are the allegations that ground the Landlord's eviction application. A second N5 notice cannot be voided.

15. The second N5 notice alleged that the Tenant has caused wilful or negligent damage to the rental unit, however the Landlord did not lead evidence regarding that claim at the hearing, so it is dismissed.
16. The second N5 notice also alleges that the Tenant has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant and that is the claim that will be subject of this order.
17. Section 64 of the Act states that a landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant.
18. I will address each of the Landlord's claims regarding substantial interference in turn.

Denial of Entry into the Rental Unit

19. The Landlord alleges that the Tenant denied entry to the rental unit on three occasions, February 22, 2022, February 23, 2022, and March 4, 2022. The Landlord also alleges that the Tenant threatened to deny entrance on March 10, 2022, however that entry did occur. The Landlord alleges that the reason for the entry was to find and address two leaks in the rental unit that were causing water to pool on the ceiling of the commercial unit below.

Denial of Entry – The Evidence

20. Christina Slade ('C.S') is the daughter of the Landlord and manages the rental property for her parents.
21. C.S testified that on February 20, 2022 she served the Tenant with notice that she needed to enter the rental unit on February 22, 2022. C.S served the notice by placing it in the Tenant's mailbox. C.S testified that the reason for the entry was because there was a leak in the lower commercial unit ceiling, and she needed to confirm where the leak was and address the problem. The notice also states that this is the required reason.
22. The Landlord entered into evidence two photographs that were taken on February 20, 2022 which show wet spots on the commercial unit's ceiling.
23. The Tenant sent an email to C.S on February 21, 2022 and said "unfortunately tomorrow is not convenient for me, as I have a guest coming to visit this evening and I do not wish to have our time together disrupted". The Tenant goes on to says that he will allow access on February 23, 2022 between 12:00p.m. and 5:00p.m. as this is not an emergency situation and he does not wish to be disturbed.
24. However, C.S testified that on February 23, 2022 when she attended the rental unit the Tenant would not let her in and the latch was on the door. A photograph was entered into evidence that was taken on February 23, 2022. In this photograph you can see the door of the rental unit open by about an inch and a latch obstructing the door from opening.

25. The Tenant testified that he called the police about the Landlord's attempt at an illegal entry on that date.
26. C.S testified that on March 3, 2022 she served another notice of entry that she delivered by placing in the Tenant's mailbox and sticking another copy on his door. A photograph was introduced into evidence that shows the notice in the mailbox and on the door. The notice states that the entry will occur on March 4, 2022 at 9:00a.m. and again lists the reason as to address a leak.
27. C.S also sent the Tenant an email about the March 4, 2022 entry and says "this letter was physically displayed on your door at 7:00a.m. this morning March 3, 2022.
28. The Tenant responds to that email and says he believes he found and fixed the source of the leak. The Tenant also says, "if you still wish to inspect, I will not permit you to use the front entrance at this time as I explained before has stuff placed their while I reorganize my storage". The Tenant says the reason for this is safety issue.
29. C.S testified that she is not comfortable using the emergency egress to enter the rental unit and needs to use the main stairs because they are solid stairs without gaps. C.S testified that when she attended the rental unit on March 4, 2022 she was denied entry. C.S did not have a key to enter the front door without the Tenant opening the door.
30. In an email sent by the Landlord's Representative to the Tenant on March 4, 2022 it states that her client attended the property on March 4, 2022, knocked several times but was not granted access to the unit.
31. C.S served another notice of intent to enter on March 9, 2022 for an entry on March 10, 2022. This was also placed in the Tenant's mailbox and placed on his door. A photograph of the notice on the door was entered into evidence. The Landlord was still attempting to gain access to the rental unit to address the leak.
32. C.S also sent the Tenant an email about the upcoming entry. That email says there will be an entry and that notice was served about the entry on March 9, 2022 at 6:48a.m.
33. The Tenant did allow entry into the rental unit on March 10, 2022. However, prior to that entry, the Tenant sent an email to C.S and said:

"If you insist upon using the Queensway entrance, I am informing you of the risk, and in doing such, if any harm comes to you or your guest(s), neither I nor my insurance company shall be held responsible. As the situation of items being in the front entrance, May be an inconvenience, passage is still possible, but I DO NOT RECOMMEND USE OF THIS ENTRANCE."

...

"When you arrive tomorrow morning I expect you to ring the door bell or call me to announce your presence at my door. I cannot hear knocking at either entrance. If you choose not to follow these instructions, then the only person held responsible for Entry being denied, is you".
34. The Tenant disputes that the notices provided to him are proper notices given in accordance with the Act. The Tenant testified that the Landlord cannot assume he checks his mail. The Tenant stated that he should receive a text to bring his attention to notices.

The Tenant also testified that his mailbox is shared so there is no proof that someone did not take the notices out.

35. The Tenant testified that the leak downstairs was not an actively dripping leak, and the photographs only show wet spots.

Denial of Entry – Analysis

36. Section 27 of the Act says that a landlord may enter a rental unit in accordance with written notice given to the tenant at least 24 hours before the time of entry. That section also lists the circumstances in which entry is permitted and those include, among others, to do repairs, inspections to determine if repairs are needed, inspections to see if a unit is fit for habitation, and any other reasonable reason for entry specified in the tenancy agreement.
37. It is clear that the Tenant received notice of the Landlord's intent to enter. This is because the Tenant acknowledge all of the notices by email. Specifically, the Tenant emailed C.S and said the February 22, 2022 entry date did not work for him. The Tenant proposed the alternative date of February 23, 2022. The Tenant emailed that during the March 4, 2022 entry the Landlord could not use the front stairwell. And finally, the Tenant emailed C.S and said he would permit entry on March 10, 2022.
38. What the Tenant disputes is that he did not receive 24 hours notice and was therefore justified in refusing entry and that the method of service was not in accordance with the Act.
39. The clock for when a notice is served does not start running when the Tenant checks his mail or opens his email. The 24-hour notice requirement is satisfied if the notice is served 24 hours before the entry.
40. Section 191(1)(d) of the Act states that a notice is sufficiently given in a number of ways, including by "leaving it in the mailbox where mail is ordinarily delivered to the person". As such, the Landlord's method of service was authorized by the Act. Additionally the Landlord also put a copy of each notice on the rental unit front door and sent an email to the Tenant.
41. Additionally, even if the Landlord had not used an authorized method of service the Tenant responded to C.S's emails about entry and therefore clearly had knowledge of the Landlord's desire to enter the rental property.
42. The Tenant submitted that section 191(2) of the Act says that there must be proof that a document came to the recipient's attention. That is an incorrect reading of that section. Section 192(2) says "a notice or document that is not given in accordance with this section shall be deemed to have been validly given if it is proven that its contents actually came to the attention of the person for whom it was intended within the required time period". This means that if the Landlord did not use an authorized method of service then service can still be valid if the Landlord can show that the notice came to the tenant's attention. The notices in this case clearly came to the Tenant's attention as he responded to emails about them.
43. I accept C.S testimony about when the notices were served because the notices have dates on them, there are date stamped photographs of the service, and emails which

mention the specific time that the notices were served. As such I make the following finding of facts:

1. Notice was served on February 20, 2022 for the February 22, 2022 entry.
 2. The February 23, 2022 entry was proposed as an alternative date by the Tenant.
 3. Notice was served for the March 4, 2022 9:00a.m. entry on March 3, 2022 at 7:00a.m.
 4. Notice was served for the March 10, 2022 entry on March 9, 2022 at 6:48a.m.
44. The Tenant was either given 24 hours notice of the Landlord's desire to enter or was the one who suggested the proposed date.
 45. I find on a balance of probabilities that C.S was denied entry on February 22, 2022 February 23, 2022 and March 4, 2022. I make that finding because I found C.S to be a credible witness and the email evidence also supports that entry was denied on those dates.
 46. While the Tenant had told C.S that he would not permit her to use the front entrance on March 4, 2022 and then that is where C.S tried to enter, I do not find the Tenant's stipulations to be reasonable. C.S explained that she was not comfortable using the emergency egress and the entrance C.S wished to use is the main entrance. C.S had also asked for a key for the main door and the Tenant did not provide one. If the Tenant had provided C.S with a key, C.S could have entered through the main entrance without the Tenant having to travel through the stairwell. I also note that it is the Tenant's belongings and clutter that are making the main stairwell unsafe and thus prohibiting entry from there.
 47. For the reasons that follow I find that the Tenant's failure to allow the Landlord to enter on February 22, 2022, February 23, 2022, and March 4, 2022 substantially interfered with the Landlord's lawful right, privilege or interest.
 48. I accept based on the photographs that the reason that the Landlord was attempting to gain access to the rental unit was to address a leak. The leak was first observed on February 20, 2022 and it was not until March 10, 2022 that the Tenant permitted entry into unit. This means that for 18 days the Landlord was unable to address a leak in the Tenant's unit that was causing water to pool on the ceiling of the commercial tenant below. This is an interference with the Landlord's lawful right, privilege and interest, to enter the rental unit to do maintenance and repair work.
 49. That the Landlord's Property Manager attended the rental unit on two occasions only to be denied entry is also a substantial interference with the Landlord's lawful right, privilege and interest as C.S had to take time out of her day only to be obstructed from doing the work needed to maintain the residential complex.

Unauthorized Changing of the Locks

50. The Landlord's Representative sent an email to the Tenant on March 4, 2022 requesting a copy of the key to the unit. C.S testified that she needed a copy of the key to both the front entrance and the door at the top of the emergency egress.
51. The Tenant testified that he never changed the front door lock and it is not his responsibility to give her his key.

52. C.S testified that the Tenant did not provide her with a copy of the requested keys. As such, The Landlord hired a locksmith to change the locks on March 10, 2022. An invoice of that work was introduced into evidence. The Tenant was provided with a copy of the new key.
53. After the Landlord changed the locks on March 10, 2022, the Tenant had the lock changed again on the back entrance. The Tenant sent an email to C.S on March 15, 2022 and says the following:
- “...And then you ask me that I should let you know that I had to change the lockset and handle because your contracted workers made the issue worse. Ya, I’ll do that. And it cost me \$60 out of pocket, as I replaced the handle as well because it had been getting stuck to often, and you didn’t think it necessary to change or even check the handle...”
54. The Tenant agreed that he changed the lock again after the Landlord changed it. The Tenant testified that this was because the way that the Landlord’s contractor did the work left a plate blocking the door from opening and he had to take the frame off the door to fix the problem.
55. The Tenant testified that the reason he could not call the Landlord to request permission to change the lock is because he noticed the issue in the middle of the night.
56. I find on a balance of probabilities that the Tenant changing the back door lock between March 10, 2022 and March 15, 2022 was a substantial interference with the Landlord’s lawful right, privilege and interest as the Tenant had no authorization to do so and I am not satisfied by the Tenant’s explanation as to why he had to do so in the middle of the night without notice to the Landlord. It was not clear from the Tenant’s description what specifically was the problem with the door or why the lock had to be changed urgently. Additionally, the Landlord had incurred the expense of changing the locks on March 10, 2022 and then the Tenant changed them again, which once again left the Landlord without a key.
57. The Landlord requested reimbursement of the \$541.27 locksmith charge they incurred on March 10, 2022. However, it was not clear from the evidence led at the hearing why the Landlord did not have a key prior to March 10, 2022. It may have been because the Tenant previously changed the locks, or it may have been for another reason. And while I’m satisfied that Tenant did not provide the Landlord a copy of his key, I’m not satisfied that the Tenant is responsible for the Landlord not having a key in the first place. As such, the compensation claim is denied.

Clutter on the Main Entrance Stairwell

58. C.S testified that the main stairwell entrance is cluttered with items including repurposed furniture and there are chairs hanging from the ceiling. C.S testified that this problem started around the time period of when the first N5 was served.
59. Photographs that were taken by C.S on dates of February 23, 2022, March 4, 2022, March 15, 2022, April 4, 2022, May 2, 2022, July 2, 2022, July 4, 2022, September 1, 2022, October 2, 2022 and January 19, 2022 were entered into evidence. Many of these

photographs are taken from outside the rental unit through the glass door but some are taken from inside the stairwell itself. They photographs show many items at the bottom of the stairs, ladders attached to the sides of the walls, items on many of the steps going up the stairs, chairs hanging from the ceiling, and many items at the top of the stairs.

60. The Tenant has been asked to clear the clutter from this stairwell.
61. The Tenant testified that the items were only in the stairwell for a short period of time. However, the timestamped photographs clearly show that the clutter in the stairway has been an ongoing problem.
62. On March 3, 2022 the Tenant sent C.S an email and said the following:

“If you still wish to inspect, I will not permit you to use the front entrance at this time as I explained before has stuff placed their while I reorganize my storage space. This is a safety issue and and if something happened it becomes an insurance issue. I did speak with the Landlord/Tenant Bureau regarding this matter and they said you should respect my request, since there is another easily accessible entrance to the premises. Also that I would deal with clearing the front entrance as soon as possible.”

63. The Tenant also sent an email to C.S on March 9, 2022 that says:

“If you insist upon using the Queensway entrance, I am informing you of the risk, and in doing such, if any harm comes to you or your guest(s), neither I nor my insurance company shall be held responsible. As the situation of items being in the front entrance, May be an inconvenience, passage is still possible, but I DO NOT RECOMMEND USE OF THIS ENTRANCE.”

64. However, at the hearing the Tenant testified that you could walk up and down the front stairs and that there is plenty of room. He also testified that everything is safely secured.
65. I find on a balance of probabilities that the clutter in the main stairwell substantially interferes with Landlord’s lawful right, privilege, and interest. This is because by the Tenant’s own admission in his emails the stairwell is unsafe to travel through. That there is an emergency egress to access the rental unit does not remedy the problem that the main entrance to the home poses a safety hazard because of the Tenant’s clutter.

Clutter Inside the Rental Unit

66. C.S testified that during her entry on March 10, 2022 she observed significant clutter in the rental unit and that it made determining the source of the leak into the unit below difficult because of the amount of clutter. Photographs that were taken by C.S on March 10, 2022 were entered into evidence. In the photographs you can see large number of items and furniture and walkways obstructed.
67. C.S testified that because of the clutter she was only able to locate one of the leaks, which was in the bathroom, and could not find the source of the leak in the living room.

68. The Tenant testified that he does interior design, and he tells his clients when they are moving that he will take their stuff from them. The Tenant also testified that he does not like to throw stuff away. However, the Tenant testified that there is enough space to walk around his apartment and that he is not obstructing important things like the electrical panel.
69. Based on the photographs of the rental unit the clutter is quite significant and I accept C.S's testimony that she was not able to find the source of the second leak because of the clutter. As such, I find on a balance of probabilities that the amount of clutter in the rental unit substantially interferes with the Landlord's lawful right, privilege, and interest.

Running a Hair Salon

70. The Landlord alleges that the Tenant is running a hair salon out of his rental unit and that is an inconsistent use with the rental property.
71. C.S testified that she first became aware that the Tenant may be operating a hair salon in his unit on January 16, 2022 as a neighbour inquired where the hair salon at the rental property was.
72. C.S testified that an inspection on March 10, 2022 revealed hair salon equipment and business cards in the unit. Photographs of that inspection were entered into evidence. In the photographs you can see a shelf with approximately 17 bottles and jars of hair products, a pile of magazines, business cards that say "emc studio" with the Tenant's name and the rental address listed as the business address. There is also a chair right beside the hair equipment and business cards that looks like it could be used for a someone to sit there while their hair is done.
73. The Landlord also introduced into evidence a printout from the yellow pages taken on January 18, 2023 that lists emc2 Salon and the rental unit address.
74. The Tenant testified that he moved into the building in 2000 and use to have access to the commercial unit downstairs in which he did run a hair salon. The Tenant testified that the yellow pages list the rental unit address as a hair salon because of his old salon and that the business cards exist for the same reason. The Tenant also testified that all the hair products shown in the photographs are expired and left over from his old salon.
75. The Tenant testified that he has not been running a salon or doing hair since 2014. However, the Tenant then testified that he does have a few friends over to do their hair and that in the pandemic everyone was working from home.
76. I find on a balance of probabilities that the Tenant is doing client's hair in the rental unit. This is because of the hair salon objects, business cards, and yellow page that lists the rental address as a salon under the Tenant's name. I have a credibility concern with the Tenant's testimony that he has the business cards and salon materials because he used to run a salon but does no longer. This is because the Tenant testified that he still cuts his friends hair at the rental unit and because the Tenant made a comment about other people being allowed to work from home in the pandemic. Both of those comments lead me to believe that it is more likely than not that the Tenant is offering hair services at the rental address.

77. On a balance of probabilities, I find that the Tenant running a hair salon out of his unit substantially interferes with the Landlord's lawful right, privilege, and interest because it is inconsistent with the use of the unit as residential and increases foot traffic to the unit.

Misuse of an Emergency Egress

78. C.S testified that there is a main staircase at the front of the building, but that the Tenant and his guests use the back emergency egress to access the building.
79. C.S testified that on March 3, 2022 a neighbour informed her that a woman and her child went up the Tenant's emergency egress. C.S also testified that she personally saw a visitor of the Tenant's use the egress on January 14, 2023 and when she spoke to him he confirmed he was visiting the Tenant. A photograph showing an individual using the egress on January 14, 2023 was entered into evidence. In the photo you can see a narrow black staircase.
80. The Tenant testified that the stairs at the back entrance are normal stairs and not an emergency exit. He also testified that everyone on the street has the same stairs and uses them.
81. Based on the photographs of the emergency egress I am not satisfied on a balance of probabilities that the Tenant's use of them substantially interferes with the Landlord's lawful right, privilege, or interest. While the stairs are narrower and less substantial than the main staircase, there is nothing clearly treacherous about the staircase. There was also no evidence led that the use of the staircase has led to any injuries or safety incidents in the past. As such, this claim is dismissed.

Obstruction of Emergency Egress

82. C.S testified that as of February 2022 the Tenant has been storing items on the emergency egress exit. Photographs of the obstruction were entered into evidence. Based on those photographs I find the items on the emergency egress to be minimal and there is a clear pathway. As such, I am not satisfied on a balance of probabilities that these items substantially interfere with the Landlord's lawful right, privilege or interest.

Disturbing the Commercial Tenant

83. C.S testified that she received a complaint on March 10, 2022 from the downstairs commercial tenant that the Tenant entered the commercial unit without consent and changed the thermostat.
84. The Landlord did not call the commercial tenant as a witness and C.S' description of this complaint lacked the sufficient detail to find that the Tenant's actions on March 10, 2022 constituted a substantial interference. As such, this claim is dismissed.

Daily Compensation

85. Based on the Monthly rent, the daily compensation is \$43.10. This amount is calculated as follows: $\$1,310.96 \times 12$, divided by 365 days.
86. C.S testified that the Tenant has paid rent in full to the end of January 31, 2023. As such, I will award daily compensation for the unit from February 1, 2023 onwards.
87. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
88. There is no last month's rent deposit.

Relief from eviction

89. I am not satisfied that preserving the tenancy based on a conditional order would be fair in the circumstances because there are ongoing concerns with the Tenant's actions.
90. The Tenant denied entry to the rental unit again on January 16, 2023. C.S testified that she served notice of entry on January 14, 2022. The Tenant sent an email to C.S on January 16, 2023 and says:

“I only just found out about your entry request at 11:30pm last night when I checked my mailbox.

And then found your email.

Obviously you want to continue playing your games with me, as I made it clear in several emails and text msgs that if you don't confirm with me through text msg or call my cell phone I am unaware of any of your intentions.

I will not be allowing you or anyone access to my home/office today, as I was not made aware of this, nor did I receive 24hrs notice...”

91. C.S testified that she attended the property on January 16, 2023 to attempt to enter but was denied entry and the door once again had the latch on.
92. As the Tenant continues to deny the Landlord entry into the rental unit, I am not satisfied that the Tenant would abide by a conditional order. Additionally, the photographs of the main stairwell entry that were taken in January 2023 illustrate that clutter continues to be an ongoing problem.
93. Tenant has lived in the building since 2000. The Tenant requested that the eviction be postponed by 4 months so that he can find somewhere new to live. I am not prepared to postpone the eviction by that length of time because of the serious nature of the allegations proved by the Landlord. However, 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 not be unfair to postpone the eviction until March 31, 2023 pursuant to subsection 83(1)(b) 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 31, 2023.
2. If the unit is not vacated on or before March 31, 2023, then starting April 1, 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 April 1, 2023.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The Tenant shall also pay the Landlord compensation of \$43.10 per day for the use of the unit starting February 1, 2023 until the date the Tenant moves out of the unit.
6. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2023, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2023 at 5.00% annually on the balance outstanding.

February 13, 2023
Date Issued

Amanda Kovats
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 October 1, 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.