



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

Citation: Mt. Lakeview Non-Profit Housing Corp C/O Bayshore Property Management Inc v
Copegog, 2023 ONLTB 19210

Date: 2023-02-13

File Number: LTB-L-005464-22

In the matter of: 104, 860 HARTMAN DR MIDLAND
ON L4R5C4

Between: Mt. Lakeview Non-Profit Housing Corp C/O Bayshore Property Management Inc Landlord

And

August-lee Copegog Tenant

Mt. Lakeview Non-Profit Housing Corp C/O Bayshore Property Management Inc (the 'Landlord') applied for an order to terminate the tenancy and evict August-lee Copegog (the 'Tenant') because:

The Tenant substantially interfered with other tenant's reasonable enjoyment of the residential complex and the lawful rights, privileges and interests of the Landlord.

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

Mt. Lakeview Non-Profit Housing Corp C/O Bayshore Property Management Inc (the 'Landlord') also applied for an order requiring August-lee Copegog (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on October 19, 2022.

Only the Landlord's Legal Representative, Cassandra Weatherston, and the Landlord's Agent, Trevor Lester, attended the hearing.

As of 11:17 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. 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 February 17, 2023.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Landlord witnesses included a senior manager of the non-profit port folio for the residential complex, a maintenance staff member of the residential complex, and a tenant residing at the residential complex. All the witnesses testified that there is excessive foot traffic caused by several people accessing the Tenant's rental unit at all times of the day and night. All the witnesses testified that the building security is compromised due to the excessive foot traffic and verbal/physical altercation occurring with the individuals accessing the Tenant's rental unit. The witnesses further testified that police officers attend the Tenant's rental unit frequently and have issued trespass notices and also removed several people the Tenant permitted in the building. The witnesses also testified that there are a lot of loud noises caused by the Tenant and her guests, which is particularly disturbing during the nighttime. The witnesses further testified that the loud noises disrupt the other tenants and prevents them from sleeping or even leaving their rental unit due to fear. One witness reported hearing a woman running in the hallways in terror and screaming for help. The witnesses testified that the police attend the Tenant's rental unit 3 to 4 times per week on average to deal with all the disturbances and what appears to be drug activity occurring in the rental unit. The tenant who attended the hearing testified that other tenants are petrified and scared to come testified, because they fear retaliation and violence from the Tenant and the Tenant's guest who she described as being under the influence of drugs. The witnesses also testified that various people are accessing the rental unit and the building even when the Tenant is not present. The witnesses testified that they leave the main door open and unlocked or enter from the side emergency exit doors/windows.
4. At the hearing, the Landlord provided several video recordings at all times of the day proving the excessive foot traffic caused by the Tenant's guests. The video recording show that multiple people entering and exiting the Tenant's rental unit at 12:06 a.m., 1:16 a.m., 1:51 a.m., 1:31 a.m., 6:30 a.m., 2:26 a.m., 3:23 a.m., 5:36 a.m. on January 19, 22, 23, 24, 25, and March 21, October 3, 6, 2022. The Landlord also provided detail accounts of the

times and dates where there were loud noises and disturbances caused by the heavy foot traffic caused by the Tenant's guests.

5. The Landlord provided pictures of items found inside the rental unit, including needles, smoking pipes and pills which suggest that there is drug activity occurring inside the rental unit.

Daily compensation and rent deposit

6. The Tenant was required to pay the Landlord \$1,183.59 in daily compensation for use and occupation of the rental unit for the period from February 3, 2022, to October 19, 2022.
7. Based on the Monthly rent, the daily compensation is \$4.57. This amount is calculated as follows: \$139.00 x 12, divided by 365 days.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$592.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$6.29 is owing to the Tenant for the period from December 1, 2020, to October 19, 2022.
10. 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.

Compensation for damages

11. The Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex. The Landlord submitted that the Tenant or the Tenant's guests damaged the front cover of the stove.
12. The Landlord estimated that the reasonable costs of repairing the stove cover is \$790.99. The Landlord provided a picture of the damaged stove and an estimate from Barber & Haskill confirming that the cost of repairing the stove is \$790.00. I find this estimate reasonable to repair the stove given the extent of the damages caused by the tenant or her guests.

Relief from eviction

13. 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. Based on the uncontested

evidence provided by the Landlord, I find that the Tenant has substantially interfered with the other tenants' reasonable enjoyment of the residential complex. I also find that the Tenant's behaviour has interfered with the Landlord's rights, privileges and interests. The Tenant's behaviour and that of her guests has created unsafe conditions for anyone living or visiting the residential complex. Under these circumstances, I have no reasons to deny the eviction order requested by the Landlord.

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 17, 2023.
2. If the unit is not vacated on or before February 17, 2023, then starting February 18, 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 18, 2023.
4. The Tenant shall pay to the Landlord \$585.31, which represents compensation for the use of the unit from February 3, 2022, to October 19, 2022, less the rent deposit and interest the Landlord owes on the rent deposit.
5. The Tenant shall also pay the Landlord compensation of \$4.57 per day for the use of the unit starting October 20, 2022, until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$790.99, which represents the reasonable costs of repairing the damage stove.
7. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.

February 13, 2023

Date Issued

Poeme Manigat
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 18, 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.