



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

Citation: Wesley Community Homes Inc. v Dooley, 2023 ONLTB 20325

Date: 2023-02-10

File Number: LTB-L-068909-22

In the matter of: 210, 195 FERGUSON AVE N
HAMILTON ON L8L8J1

Between: Wesley Community Homes Inc. Landlord

And

Jennifer Dooley Tenant

Wesley Community Homes Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Jennifer Dooley (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. (altogether, the L2 application)

This L2 application was heard by videoconference on February 6, 2023.

Only the Landlord's representatives, Brenda Osborne and Jillian Bennett, attended the hearing.

As of 9:26 am, 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. On November 17, 2022, the Landlord gave the Tenant an N7 notice of termination. That notice of termination contains the following allegations: (a) the Tenant has seriously impaired the safety of another person, namely one of the Landlord's staff on November 16, 2022; and (b) the Tenant has wilfully caused undue damage to the residential complex on November 16, 2022. The dollar amount associated with the undue damage was provided at the hearing, in the amount of \$5,000.25. The Landlord seeks termination of the tenancy and compensation for the damages caused by the Tenant.

2. The Tenant was in possession of the rental unit at the time of application filing and still lives in the rental unit as of the date of this hearing. The monthly rent is \$139.00 and there is no last month's rent deposit.
3. 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 order below terminates the tenancy and orders reimbursement of damages incurred by the Landlord due to the Tenant's actions.
4. The Landlord's representatives both testified concerning the incidents that occurred on November 16, 2022 at the hands of the Tenant. The representatives identified exhibit LL#1 as a series of photos taken on November 16th from the common area security cameras, which show the Tenant using a knife to gouge into doors of other residents' apartments on the second floor.
5. The representatives positively identified the Tenant as being the person wielding and using the knife and confirmed that five doors were damaged by the Tenant that day.
6. The representatives then identified exhibit LL#2, this time a number of photos taken on the same November 16th date (a little later time-wise) from a different common area security camera. The representatives positively identified the Tenant as the person threatening a Landlord's cleaning staff member at the front entrance of the residential complex. It is clear from the photos that the Tenant confronted another person, wielding a knife in a threatening fashion – I note that the parties were only a few feet apart.
7. The representatives testified the police were called to the scene on November 16th, and the Tenant was arrested with charges laid. The representatives stated their belief that the criminal/civil case is still pending before the courts.
8. The representatives testified the victim of the wielding knife incident was so affected by the incident that the person resigned from her position as a cleaner for the Landlord.
9. As well, the representatives pointed out in the last photos of LL#2, the Tenant approached a parked vehicle across the street, seemingly looking to damage the vehicle. I must note that these last photos of the Tenant at the vehicle were not clearly determinative, at least from my review of the photos. Consequently, I can make no determination concerning the vehicle damage claim in the application.
10. The Landlord's representatives then identified exhibit LL#3, which is a copy of a Knell's company invoice for \$5,000.25 (incl. HST) for five replacement fire-rated doors. The representatives confirmed the Landlord has already paid for the doors and is now awaiting their shipment to the residential building so they can be installed.
11. The representatives confirmed the Tenant has not responded at all to the N7 notice, certainly not making any attempt to address the Tenant's behaviours on November 16, 2022, neither the damages caused by the Tenant's knife gouging of the doors.
12. Based on the Landlord's submissions, and on a balance of probabilities, I find the Tenant has seriously impaired the safety of one of the Landlord's cleaning staff on November 16, 2022, by threatening the cleaning staff member with a knife, in close proximity to that person. This conduct occurred in the residential complex.

13. In addition and on the same basis, I find that on November 16, 2022, the Tenant wilfully caused undue damage to the residential complex by using a knife to gouge into five apartments doors on the second floor. The actions of the knife-wielding Tenant, as depicted in the photos (LL#1) and as testified-to by the Landlord's representatives, convinced me that most likely, the Tenant deliberately damaged doors of the residential complex.
14. I also find the Landlord has incurred \$5,000.25, which the Landlord has paid, to repair the five doors damaged by the Tenant. The Landlord is entitled to be reimbursed for this undue damage.
15. Because of the foregoing findings, I am of the view that the tenancy must be terminated in a final way, and I so find. I asked the Landlord's representatives for any circumstances that they might be aware of. The representatives provided speculation that the Tenant may have some substance abuse issues, but they were not certain. Other than that, the representatives stated the Tenant has lived in the rental unit for about a year and is able bodied. The representatives stated the residential building comprises 72 units of adults (singles or couples), so that the safety of those residents are of great concern to the Landlord.
16. Finally, the Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
17. 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.
2. The Tenant must move out of the rental unit on or before February 15, 2023.
3. If the unit is not vacated on or before February 15, 2023, then starting February 16, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. 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 16, 2023. The Sherrif is requested to expedite the enforcement of this order.
5. The Tenant shall pay to the Landlord \$5,000.25, which represents reimbursement for the undue damage caused by the Tenant to five doors of the residential complex.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenant owes the Landlord is \$5,186.25.
8. If the Tenant does not pay the Landlord the total amount owing on or before February 28, 2023, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2023 at 5.00% annually on the balance outstanding.
9. If the Tenant does not move out of the rental unit on or before February 15, 2023 the Tenant shall also pay the Landlord compensation of \$4.57 per day for the use of the unit

starting February 16, 2023 until the date the Tenant moves out of the unit. (Compensation is calculated as follows: \$139 monthly rent x 12 months / 365 days.)

February 10, 2023
Date Issued

Alex Brkic
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 16, 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.