



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

Citation: 1838165 Ontario Ltd v Pollard, 2023 ONLTB 18153

Date: 2023-02-06

File Number: LTB-L-079772-22

In the matter of: 2, 145 DAVIS ST
SARNIA ON N7T1A3

Between: 1838165 Ontario Ltd Landlord

And

Matthew Pollard Tenant

1838165 Ontario Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Matthew Pollard (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;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises;
- 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 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 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.

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because the Tenant did not pay the rent that the Tenant owes.

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

Only the Landlord's agent, Amanda Sommerville, and the Landlord's legal representative Stephanie Sutherland, attended the hearing.

As of 1:53 PM, 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. Therefore, the tenancy is terminated.
2. On December 14, 2022, the Landlord gave the Tenant an N7 notice of termination. The notice of termination alleges that the Tenant was burning clothes and food in and on the oven endangering the life of the Tenant and other tenants in the building.
3. Based on the uncontested evidence of the Landlord, I find that the Tenant has seriously impaired the safety of himself and the other tenants in the residential complex by burning clothes and food in and on the oven in the rental unit and the termination of the tenancy is warranted.
4. The Landlord also presented other grounds to terminate the tenancy, however it was unnecessary to consider these given my finding with respect to impairment of safety.
5. The Tenant was required to pay the Landlord \$949.32 in daily compensation for use and occupation of the rental unit for the period from December 25, 2022 to January 26, 2023.
6. The Tenant has paid the Landlord compensation up to December 31, 2022.
7. Based on the Monthly rent, the daily compensation is \$28.77. This amount is calculated as follows: \$875.00 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 \$875.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$17.62 is owing to the Tenant for the period from April 8, 2022 to January 26, 2023.
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.
11. The Landlord withdrew the claim for reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property.

12. 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.
13. The L1 application is moot as the tenancy is being terminated pursuant to the L2 application and the compensation ordered in the L2 application resolves the rental arrears issues identified in the L1 application.

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 11, 2023.
2. If the unit is not vacated on or before February 11, 2023, then starting February 12, 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 12, 2023. The Sherriff is requested to expedite the enforcement of this order.
4. The Tenant shall pay to the Landlord \$41.40, which represents compensation for the use of the unit from January 1, 2023 to January 26, 2023 and the costs of filing the application, less the rent deposit and interest the Landlord owes on the rent deposit.
5. The Tenant shall also pay the Landlord compensation of \$28.77 per day for the use of the unit starting January 27, 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 February 11, 2023, the Tenant will start to owe interest. This will be simple interest calculated from February 12, 2023 at 5.00% annually on the balance outstanding.

February 6, 2023

Date Issued

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

Richard Ferriss

Member, Landlord and Tenant Board

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 12, 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.