



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

**Citation:** Central Gospel Community Homes c/o Shabri Properties Limited v Barry, 2023 ONLTB 17390

**Date:** 2023-01-30

**File Number:** LTB-L-064892-22

**In the matter of:** 50, 705 WELLAND AVE  
ST CATHARINES ON L2M7X4

**Between:** Central Gospel Community Homes c/o Shabri Properties Limited Landlord

**And**

Bethany Barry Tenant

Central Gospel Community Homes c/o Shabri Properties Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Bethany Barry (the 'Tenant') because the Tenant substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant; the Tenant has committed an illegal act in the rental unit or the residential complex; and the Tenant 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.

This application was heard by videoconference on January 23, 2023.

The Landlord's Legal Representative, Judith Callender, the Landlord's Agent, Heather Lindsay, and the Landlords' witnesses, Shelby Young, Denessa Page, Cynthia Irwin, and Police Constable Andrew Popadinac, attended the hearing.

As of 2:03 p.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. The Tenant was in possession of the rental unit on the date the application was filed.
2. There are 90 rental units in the residential complex.

#### N5, N6 and N7 Notices of Termination

3. On October 26, 2022, the Landlord gave the Tenant an N5 notice of termination because the Tenant has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of other tenants, an N6 notice of termination because the Tenant has

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committed illegal acts in the rental unit or the residential complex and an N7 notice of termination because the Tenant has seriously impaired the safety of other tenants in the residential complex.

4. The Landlord's Legal Representative presented into evidence pictures, videos and witness testimony which dealt with the following allegations:
  - (a) On October 18, 2022, at approximately 9:20am, the Tenant assaulted another tenant Brianna Beach in the parking lot of the residential complex. The Tenant yelled at her, spat on her, pushed her to the ground and bit her on the calf. Pictures of the large bite mark was submitted as evidence. The police were called and the Tenant was arrested with charges laid.
  - (b) On October 20, 2022, at approximately 10:45am, the Tenant threw a full water bottle from the balcony above and hit tenant Cynthia Irwin in the head with it. The Landlord's Legal Representative submitted a picture of the bottle on tenant Cynthia Irwin's deck. The tenant Cynthia Irwin had swelling on her head and has suffered headaches as a result of the unprovoked attack. The police were called.
  - (c) On November 16, 2022, at approximately 9:00pm, there was a fight in the hallway of the residential complex between the Tenant and another tenant Bernadette Rodrigue. Video evidence was submitted. The police had to be called and charges were laid against the Tenant.
5. The Landlord's Legal Representative explained that are many more instances of the Tenant's behaviour with incidents dating from August 4,2022 up to January 11, 2023. The evidence package presented by the Landlord's Legal Representative outlined these multiple incidents. The Landlord's Legal Representative added that many of the other tenants in the residential complex are afraid of the Tenant and would like something done about it. The Landlord's Legal Representative requested an expedited eviction from the Board.

#### Daily compensation and rent deposit

6. The Tenant was required to pay the Landlord \$344.42 in daily compensation for use and occupation of the rental unit for the period from December 1, 2022 to January 23, 2023.
7. Based on the Monthly rent, the daily compensation is \$6.38. This amount is calculated as follows: \$194.00 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. There is no last month's rent deposit.

#### Relief from eviction

10. The incidents reported in the matter demonstrate that the Tenant represents a serious impairment of safety to every other tenant in the residential complex. The Tenant's assaults on other tenants combined with her disregard of the rules of the residential complex means that this tenancy is no longer viable and eviction of the Tenant is warranted.

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11. Therefore, having considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
12. This order contains all of the reasons in this matter and no further reason shall be issued.

#### **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 4, 2023**.
2. If the unit is not vacated on or before February 4, 2023, then starting February 5, 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 5, 2023. The Sheriff is requested to expedite the enforcement of this order.
4. The Tenant shall pay to the Landlord **\$344.42**, which represents compensation for the use of the unit from December 1, 2022 to January 23, 2023.
5. The Tenant shall also pay the Landlord compensation of **\$6.38** per day for the use of the unit starting January 24, 2023, until the date the Tenant moves out of the unit.
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 **\$530.42**.
8. If the Tenant does not pay the Landlord the full amount owing on or before February 4, 2023, the Tenant will start to owe interest. This will be simple interest calculated from February 5, 2023, at 5.00% annually on the balance outstanding.

**January 30, 2023**

**Date Issued**

Michael Di Salle

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 5, 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.