



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

Citation: ROSSVAN APARTMENTS v Cover, 2023 ONLTB 16141

Date: 2023-01-20

File Number: LTB-L-039758-22

In the matter of: 29, 81 CLEARVIEW HTS
TORONTO ON M6M2A3

Between:	ROSSVAN APARTMENTS	Landlord
	And	
	Dondre Cover	Tenant

ROSSVAN APARTMENTS (the 'Landlord') applied for an order to terminate the tenancy and evict Dondre Cover (the 'Tenant') because:

- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex;
- 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.

This application was heard by videoconference on December 15, 2022.

The Landlord's Legal Representative, Geoff Paine, attended the hearing. The Landlord's Agent, Victor Chan, attended as a witness for the Landlord.

As of 1:20 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. The lawful monthly rent is \$1,250.00
3. The Landlord's application is based on an N7 notice of termination for serious impairment of safety and an N6 notice of termination for illegal act. The notices were served on the Tenant on June 14, 2022, with a termination date of July 9, 2022. Both notices are based on the same details regarding an incident that occurred on June 1, 2022.
4. The Landlord's Agent testified that on June 1, 2022, the Tenant had an altercation with another Tenant in the parking lot of the residential complex, resulting in knife wounds to the other tenant's hands.
5. The Landlord submitted surveillance video of the incident into evidence, which revealed which the Tenant and the other tenant emerging from behind a parked car. The Tenant pursued the other Tenant with what appeared to be a knife in his hand, slashing at the other Tenant and appearing to make contact several times.
6. Based on the uncontested evidence of the Landlord, I find, on a balance of probabilities that the Tenant seriously impaired the safety of another tenant, by chasing and striking another tenant with a knife, and that the incident took place in the residential complex.
7. Physical violence against another person without their consent is in contravention of the Criminal Code. Subsection 265(1)(a) of the Criminal Code states that:
 1. 265 (1) A person commits an assault when
 2.
 - (a) without the consent of another person, he applies force intentionally to that other person, directly or indirectly;
 - (b) he attempts or threatens, by an act or a gesture, to apply force to another person, if he has, or causes that other person to believe on reasonable grounds that he has, present ability to effect his purpose; or
 - (c) (c) while openly wearing or carrying a weapon or an imitation thereof, he accosts or impedes another person or begs.
8. Based on the uncontested and internally consistent evidence before me, I find, on a balance of probabilities that the Tenant committed an illegal act by assaulting another person in the residential complex.

Compensation

9. The Tenant was required to pay the Landlord \$6,534.25 in daily compensation for use and occupation of the rental unit for the period from July 10, 2022 to December 15, 2022.
10. Based on the Monthly rent, the daily compensation is \$41.10. This amount is calculated as follows: \$1,250.00 x 12, divided by 365 days.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$1,250.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$9.41 is owing to the Tenant for the period from May 1, 2022 to December 15, 2022.
13. 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.

Relief from eviction

14. 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. The Tenant must move out of the rental unit on or before January 31, 2023.
2. If the unit is not vacated on or before January 31, 2023, then starting February 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 February 1, 2023.
4. The Tenant shall pay to the Landlord \$5,274.84, which represents compensation for the use of the unit from July 10, 2022 to December 15, 2022, less the rent deposit and interest the Landlord owes on the rent deposit.
5. The Tenant shall also pay the Landlord compensation of \$41.10 per day for the use of the unit starting December 16, 2022 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 \$5,460.84.

8. The Landlord shall apply rent paid by the Tenant for the period from July 1, 2022 through December 31, 2022, against the balance owing in paragraph 8 above.
9. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
10. If the Tenant does not pay the Landlord the full amount owing on or before January 31, 2023, the Tenant will start to owe interest. This will be simple interest calculated from January 30, 2023 at 5.00% annually on the balance outstanding.

January 20, 2023

Date Issued

Kathleen Wells
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 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.