



**Order under Section 69 / 88.1
Residential Tenancies Act, 2006**

Citation: Odia v Taylor, 2023 ONLTB 15509

Date: 2023-01-18

File Number: LTB-L-012436-22

In the matter of: Basement, 11 MIAMI GROVE BRAMPTON
ON L6Z0H7

Between: Adesuwa Odia Landlord

And

Akkeim St. Micheal Taylor Tenants
Sara Kaiser Mousa

Adesuwa Odia (the 'Landlord') applied for an order to terminate the tenancy and evict Akkeim St. Micheal Taylor and Sara Kaiser Mousa (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants 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 Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

Adesuwa Odia (the 'Landlord') also applied for an order requiring Akkeim St. Micheal Taylor and Sara Kaiser Mousa (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on January 11, 2023.

Only the Landlord attended the hearing.

As of 10:55 a.m., the Tenants were 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 February 19, 2022 the Landlord served a notice of termination because the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right,

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privilege or interest of the Landlord or another tenant. The termination date on the notice was March 13, 2022/

2. The Tenants were in possession of the rental unit when the application was filed.
3. The Tenants vacated the rental unit on April 10, 2022.
4. The monthly rent is \$1,000.00. The Landlord is not holding a last month rent deposit.
5. The Landlord submitted that as the Tenants vacated, all he is pursuing is the application filing fee and the cost of having to install a new lock. The Landlord testified that the Tenants changed the lock without permission and did not provide the Landlord with a key, therefore he had to replace the lock; this cost him \$100.00.
6. I accept the Landlord uncontested testimony that costs of \$100.00 were incurred to replace the lock the Tenants changed and did not supply a key for; this conduct substantially interfered with the Landlord's lawful right interest or privilege.
7. The Tenants were required to pay the Landlord \$788.88 in daily compensation for use and occupation of the rental unit for the period from March 14, 2022 to April 10, 2022, the day they vacated the rental unit.
8. Based on the Monthly rent, the daily compensation is \$32.87. This amount is calculated as follows: \$1,000.00 x 12, divided by 365 days.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. This order contains all the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Tenants shall pay to the Landlord \$788.88, which represents compensation for the use of the unit from March 14, 2022 to April 10, 2022, the date the Tenants vacated the rental unit.
2. The Tenants shall pay to the Landlord \$100.00, which represents the reasonable out-of-pocket expenses the Landlord has incurred as a result of the substantial interference.
3. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenants owe the Landlord is \$1,074.88.
5. If the Tenants do not pay the Landlord the full amount owing on or before January 29, 2023, the Tenants will start to owe interest. This will be simple interest calculated from January 30, 2023 at 5.00% annually on the balance outstanding.

January 18, 2023

Date Issued

Diane Wade

Member, Landlord and Tenant Board

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

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

