



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

Citation: Williams and McDaniel Property Management v Shaju, 2023 ONLTB 15074

Date: 2023-01-17

File Number: LTB-L-011004-22

In the matter of: 20 Grove Crescent
Sault Ste. Marie, ON P6B5V4

Between: Williams and McDaniel Property Management Landlord

And

Abi Shaju Tenant

Williams and McDaniel Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Abi Shaju (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.

This application was heard by videoconference on January 9, 2023.

Only the Landlord's Legal Representative John Andersen attended the hearing.

As of 11:38 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. 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. The Tenant was in possession of the rental unit on the date the application was filed.
3. On February 14, 2022, the Landlord gave the Tenant an N5 notice of termination deemed served that same date. The notice of termination contains the following allegations:
 - a) That on November 12, 2021, the Tenant failed to prepare the unit as requested for pest control services.
 - b) That on December 2, 2021, the Tenant was provided a notice from the Landlord to prepare the unit for pest control services. The Tenant again failed to sufficiently clean the unit. The letter that was provided to the Tenant dated December 2, 2021 was entered into evidence.
4. The Tenant did not correct the omission within seven days after receiving the N5 notice of termination. The Tenant never at any point prior to the hearing sufficiently cleaned or

maintained the unit for the purpose of pest control. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

5. Photos of the unit were entered into evidence showing cockroaches in the unit and general un-cleanliness that led to the pest issues. The Landlord was attempting to address an issue that affected not only the Tenant, but other tenants in the residential complex. The Landlord's Legal Representative submitted that Northern Pest Solutions advised the Landlord that unless the unit is cleaned and prepared for treatment that the chance of clearing up the cockroach issue is low.
6. I find on a balance of probabilities that due to the Tenant's lack of cooperation in ensuring that his unit was prepared for pest control services has substantially interfered with the Landlord's reasonable enjoyment of the residential complex, and the Landlord's lawful rights, privileges and interests.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$924.54 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$47.52 is owing to the Tenant for the period from May 1, 2019 to January 9, 2023.
9. 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.
10. 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 not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

It is ordered that:

11. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before January 28, 2023.
12. If the unit is not vacated on or before January 28, 2023, then starting January 29, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
13. 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 January 29, 2023.
14. The Tenant shall pay to the Landlord \$8,340.33, which represents compensation for the use of the unit from March 10, 2022 to January 9, 2023, less the rent deposit and interest the Landlord owes on the rent deposit.
15. The Tenant shall also pay the Landlord compensation of \$30.43 per day for the use of the unit starting January 10, 2023 until the date the Tenant moves out of the unit.
16. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
17. The total amount the Tenant owes the Landlord is \$8,526.33.

18. If the Tenant does not pay the Landlord the full amount owing on or before January 28, 2023, the Tenant will start to owe interest. This will be simple interest calculated from January 29, 2023 at 5.00% annually on the balance outstanding.

January 17, 2023

Date Issued

Jagger Benham

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 July 29, 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.

2023 ONLTB 15074 (CanLII)