



## **Order under Section 78(6) Residential Tenancies Act, 2006**

**Citation:** TORONTO COMMUNITY HOUSING CORPORATION v BROWN, 2023 ONLTB 14587

**Date:** 2023-01-12

**File Number:** LTB-L-052939-22

**In the matter of:** 223, 80 DANFORTH AVENUE  
TORONTO ONTARIO M4K3Y5

**Between:** TORONTO COMMUNITY HOUSING CORPORATION Landlord

**And**

ANTHONY BROWN Tenant

TORONTO COMMUNITY HOUSING CORPORATION (the 'Landlord') applied for an order to terminate the tenancy and evict ANTHONY BROWN (the 'Tenant') because the Tenant did not meet a condition specified in the order issued by the LTB on July 20, 2022 with respect to application TSL-14454-20.

This application was heard on January 4, 2022. The Landlord's legal representatives Catherine Salgado and Rachel Gibbons, and the Tenant, attended the hearing. Also in attendance was Bridget Bardeau, who testified for the Landlord.

### **Determinations:**

1. The order provides that the Landlord can apply to the LTB under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenant to terminate the tenancy and evict the Tenant if the Tenant does not meet certain condition(s) in the order. This application was filed within 30 days of the breach.
2. The Tenant argued that the order that gave rise to this application was not an order from the Board and that there another order that replaced it. The Board's records show that this was the most recent order and that the order was issued on the consent of the Tenant with the assistance of his case worker, Anum Tahir. The order also shows the Tenant was present at the hearing when the parties consented to the order.

3. I find the order related to the breach that gave rise to the Landlord's application is properly before the Board for this hearing.
4. The Landlord's L4 application was sent to hearing because the Duty Member who reviewed the Landlord's application could not confirm whether the Landlord complied with the condition that the Tenant's Case Worker, Anum Tahir, was informed by email of the breach prior to the Landlord filing the application.
5. Bridget Bardeau testified that the Tenant had fired his worker. Despite this, she emailed the case worker to inform her of the application, as well as attempting to contact her personally. The Landlord's legal representatives also submit that they emailed and informed the Worker about the application.
6. Ms. Bardeau also testified that she has been concerned that the Tenant may face eviction due to his actions and has attempted to work with and communicate with the Tenant to assist him. These efforts have been unsuccessful.
7. I find the Landlord has complied with this condition of the order.
8. The order that gave rise to the Landlord's application required the Tenant to keep his balcony clear of all combustible or hazardous items so as not to seriously impair the safety of others. In addition, the balcony was to be kept free of clutter and to be maintained in a state that is conducive to its intended use for the duration of the tenancy. The Tenant was also required to cooperate with the Landlord with respect to unit inspections and not to deny entry if served with a lawful notice.
9. The Landlord submits that on August 8<sup>th</sup> and September 7<sup>th</sup>, after the order was issued on July 20, 2022, the Tenant asked to have the inspections re-scheduled after notice was provided and denied entry.
10. Photographs of the Tenant's balcony show what the Landlord describes as the Tenant's closet doors creating a structure on the balcony, as well as two chairs hanging over the edge of the balcony railing with plants on the seats of the chairs. In addition, the photographs show many other items that violate the conditions of the consent order.
11. The Landlord's 165 page written submissions show there is a Property Standards report from May 1, 2020 instructing the removal of all waste and debris including combustible materials from the balcony. There is also a Fire Services Notice of Violation issued on February 25, 2020 related to the Tenant's rental unit.
12. The Tenant claims that the Landlord and the fire department are family and that these are phony reports.
13. The Tenants constantly interrupted the Landlord during the hearing and was warned on several occasions that the interruptions and yelling must stop. The Landlords' legal representative made a submission of costs due to the Tenant's behaviour and interruptions. The Tenant was warned that if he interrupted again there would an order for \$100.00 in costs. The Tenant did interrupt again and was informed that costs would be ordered. The Tenant then chose to leave the hearing. At the end of the hearing the Tenant was asked to identify if he was present and there was no response.

14. During the Landlord's submissions the Tenant requested an adjournment to seek legal representation because he did not receive that notice early enough. The Board's records show the notice of hearing was sent to the Tenant on December 13, 2022. There is no evidence the Tenant made any effort to seek assistance prior to the hearing. In consideration of the fact the hearing was well into the process, the fact the evidence clearly shows the Tenant is in breach of the conditions of the order, and the fact the Tenant was abusing the process by his behaviour, the request to adjourn was denied.
15. I find the Tenant has deliberately and wilfully violated the conditions set out in order TSL14454-20 issued on July 20, 2022. I find the Tenant is not maintaining the balcony as required and the flowerpots hanging over the edge of the balcony on the chairs presented a safety hazard to anyone who may be walking below the Tenant's rental unit.
16. In considering relief from eviction, I have also considered the Landlord's submissions on the Tenant's history in this rental unit. The Tenant has flooded his unit on multiple occasions. The Landlord submits that these floods occurred because the Tenant thought this would resolve a pest control issue in his unit. The Tenant has a history of screaming and shouting, as well as being aggressive and abusive toward other tenants and the Landlord's staff.
17. In consideration the Tenant's breaches of the terms of the consent order, as well as the overall behaviour of the Tenant actions, I find the Tenant's tenancy should be terminated. The Tenant was not present to make any submissions regarding delaying the termination of the tenancy.

**It is ordered that:**

1. Order TSL-14454-20 is cancelled.
2. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before January 23, 2023.
3. If the unit is not vacated on or before January 23, 2023, then starting January 24, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. 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 24, 2023.
5. The Tenant shall pay to the Landlord \$100.00 in costs on or before January 23, 2023.
6. The Tenant shall pay to the Landlord \$4.93 per day for compensation for the use of the unit starting January 13, 2023 to the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before January 23, 2023, the Tenant will start to owe interest. This will be a simple interest calculated from January 24, 2023 at 5.00% annually on the balance outstanding.

**January 12, 2023**

**Date Issued**

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**Greg Joy**

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 expires on July 24, 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.

\* Refer to the attached Summary of Calculations.

