



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

Citation: Marsh v Culp, 2023 ONLTB 14196

Date: 2023-01-09

File Number: LTB-L-030141-22

In the matter of: 1, 27 CHADWICK AVE
GUELPH ON N1H3E7

Between: Paul Marsh Landlords
Shirley Marsh

And

Kara-Leisa Culp Tenant

Paul Marsh and Shirley Marsh (the 'Landlords') applied for an order to terminate the tenancy and evict Kara-Leisa Culp (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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the building has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord in a building that has three or fewer residential units and the Landlord resides in the building.

The Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on August 22, 2022.

One of the Landlords, S. Marsh (SM), and the Landlords' representative, F. Douglas, attended the hearing.

Determinations:

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before January 14, 2023.

2. The Landlords and the Tenant live in the same building. On September 21, 2021, the Tenant confronted SM as she left the building for a job, The Tenant threatened to kill SM and lunged at her with a sharp object. By acting in this manner the Tenant committed two illegal acts: assault and uttering death threats. These offences are serious and adversely affect the character of the complex and the reasonable enjoyment of the Landlords.
3. On April 20, 2022, the Tenant committed another illegal act, mischief to property, by vandalizing the Landlords' car. The Tenant poured an unknown substance on the car and smashed eggs on it. The Tenant was charged with mischief to property under \$5,000.00
4. By lunging at SM with a sharp object the Tenant also seriously impaired the safety of SM. This conduct occurred in the residential complex.
5. The building has three or fewer residential units.
6. Since October 2021, the Tenant has substantially interfered with the Landlords reasonable enjoyment of the building by sending letters and texts or leaving emails accusing the Landlords of theft, illegal entries, and child abuse. The Tenant frequently insults the Landlords and has made racist references to SM's background. In one instance the Tenant kept banging on the Landlords' door while verbally abusing them
7. Based on the Monthly rent, the daily compensation is \$31.92. This amount is calculated as follows: $\$970.90 \times 12$, divided by 365 days.
8. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlords collected a rent deposit of \$950.00 from the Tenant and this deposit is still being held by the Landlord.
10. 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.
11. 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. The Tenant's conduct is persistent and puts the Landlords at risk.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before January 14, 2023.
2. If the unit is not vacated on or before January 14, 2023, then starting January 15, 2023, the Landlords 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 January 15, 2023. **The Sherriff is requested to expedite the enforcement of this order.**
4. The Tenant shall pay the Landlords compensation of \$31.92 per day for the use of the unit starting January 15, 2023, until the date the Tenant moves out of the unit.

5. The Tenant shall also pay to the Landlords \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlords the full amount owing on or before January 14, 2023, the Tenant will start to owe interest. This will be simple interest calculated from January 15, 2023 at 4.00% annually on the balance outstanding.

January 9, 2023

Date Issued

Egya Sangmuah

Vice Chair, 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 15, 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.