



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

Citation: 232385561 Ontario Incorporated v Siripathane, 2023 ONLTB 13811

Date: 2023-01-06

File Number: LTB-L-040890-22

In the matter of: 5, 112 1/2 MAIN ST
CAMBRIDGE ON N1R1V7

Between: 232385561 Ontario Incorporated

Landlord

And

Khalid Siripathane

Tenant

232385561 Ontario Incorporated (the 'Landlord') applied for an order to terminate the tenancy and evict Khalid Siripathane (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 used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage.

This application was heard by videoconference on December 20, 2022. The Landlord attended the hearing and was represented by Jane Dean, Paralegal. As of 9:33am, the Tenant was not present, despite being served with notice of hearing by the Board.

Determinations:

1. The Landlord's application is based on a N6 and N7 notice of termination served to the Tenant on July 12, 2022 with termination dates of August 3, 2022. Both notices contain the same allegations.
2. The residential complex is a 2-storey apartment building consisting of 6 residential units. The Landlord owns and manages the entire residential complex.
3. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy.

Landlord's evidence:

4. The Landlord testified that on or about the end of June 2022, he was advised that the Tenant's hydro had been disconnected due to non-payment.
5. On June 23, July 6,7 & 9, 2022, the Landlord observed the Tenant via CCTV footage running an extension cord from his unit and into the shared hallway of the residential complex. The Landlord stated that the Tenant is connecting an extension cord to an outlet in the hallway and stealing power from the residential complex. The Landlord submitted into evidence photographs of the extension cord and the Tenant connecting the cord to the hallway (LL exhibit #1).

Analysis:

6. Section 61 of the *Residential Tenancies Act, 2006* (the Act) states:

61 (1) A landlord may give a tenant notice of termination of the tenancy if the tenant or another occupant of the rental unit commits an illegal act or carries on an illegal trade, business or occupation or permits a person to do so in the rental unit or the residential complex.

7. Section 326(1) of the *Criminal Code (R.S.C., 1985, c. C-46)* states:

Theft of telecommunication service

326 (1) Every one commits theft who fraudulently, maliciously, or without colour of right,

(a) abstracts, consumes or uses electricity or gas or causes it to be wasted or diverted; or

(b) uses any telecommunication facility or obtains any telecommunication service.

8. Based on the uncontested evidence before the Board, I am satisfied that the Tenant has committed an illegal act within the rental unit by stealing electricity from the hallway of the residential complex.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction:

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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
11. The Landlord testified that since filing the L2 application on July 21, 2022, the Tenant has continued to repeat the similar conduct plead on the notices of termination.

12. The Tenant was not present at the hearing to dispute the Landlord's allegations and further was not present propose an alternative to eviction or give evidence that the conduct would be corrected going forward. As such, I will grant the Landlord's request for termination of tenancy.

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 11, 2023.
2. If the unit is not vacated on or before January 11, 2023, then starting January 12, 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 January 12, 2023. The Sheriff is requested to expedite the enforcement of this order.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before January 11, 2023, the Tenant will start to owe interest. This will be simple interest calculated from January 12, 2023 at 5.00% annually on the balance outstanding.

January 6, 2023

Date Issued

Fabio Quattrociochi
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 12, 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.