



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

**Citation:** 11265580 Canada Inc v Tiner, 2022 ONLTB 14310

**Date:** 2022-12-19

**File Number:** LTB-L-010272-22

**In the matter of:** (main floor of 48Denistoun St.), 46 DENISTOUN ST  
WELLAND ON L3C1T9

**Between:** 11265580 Canada Inc\n 11265580 Canada Inc Landlord

**And**

Jonathan Tiner Tenant

11265580 Canada Inc and 11265580 Canada Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Jonathan Tiner (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.

11265580 Canada Inc and 11265580 Canada Inc (the 'Landlord') also applied for an order requiring Jonathan Tiner (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 November 3, 2022.

Only the Landlord's Agent, D. Allick attended the hearing.

As of 9:44 a.m., 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 the claim for compensation in the application. Therefore, the Tenant must pay the Landlord \$1,742.71 plus the application filing fee.
2. The Landlord is only proceeding on the damage claim in the L2 as the Tenant vacated the unit on or about May 31, 2022.

3. The Tenant was in possession of the rental unit on the date the application was filed.
4. The Tenant vacated the rental unit on May 31, 2022.
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. Compensation for substantial interference

The Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex substantially interfered with the reasonable enjoyment of the residential complex by the Landlord or another lawful right, privilege or interest of the Landlord.

7. The Landlord has incurred reasonable out-of-pocket expenses of \$1,742.71. These expenses were incurred as a result of the substantial interference. The Landlord incurred costs related to fines levied by the City as a result of the Tenant violating the Clean Yard By-law.
8. On May 19, 2021, a by-law officer inspected the property and issued an order regarding refuse being left on the property.
9. On May 22, 2021, a neighbour complained that the Tenant was not keeping the yard clean and disposing of his garbage.
10. That same day, the Landlord notified the Tenant to keep the yard clean and removed some of the garbage for the Tenant.
11. On August 16, 2021, a penalty notice was issued in the amount of \$400.00 for violation of the Clean Yard By-Law
12. On November 22, 2021, a penalty notice was issues in the amount of \$800.00 for violation of the Clean Yard By-Law.
13. On December 12, 2021, the Landlord was issued an invoice from the City in the amount of \$642.71 for removing the Tenant's garbage.
14. The Tenant paid \$100.00 to the Landlord towards the fines the Landlord has incurred.
15. The Landlord has proven that the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex substantially interfered with the reasonable enjoyment of the residential complex by the Landlord or another lawful right, privilege or interest of the Landlord.
16. The Landlord has not proven that these expenses were incurred as a result of the substantial interference.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$1,742.71, which represents the reasonable out-of-pocket expenses the Landlord has incurred as a result of the substantial interference.
2. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.

3. The total amount the Tenant owes the Landlord is \$1,928.71.
4. If the Tenant does not pay the Landlord the full amount owing on or before December 30, 2022, the Tenant will start to owe interest. This will be simple interest calculated from December 31, 2022 at 4.00% annually on the balance outstanding.

**December 19, 2022**

**Date Issued**

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Emily Robb

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.