



**Order under Section 69 / 88.2
Residential Tenancies Act, 2006**

Citation: HURON GREEN INC. v Tapp, 2022 ONLTB 13697

Date: 2022-12-06

File Number: LTB-L-005794-22

In the matter of: PO BOX 183, 117 WELLINGTON CRESCENT
HURON PARK ON N0M1Y0

Between: HURON GREEN INC. Landlord

And

Lori Tapp Tenant

HURON GREEN INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Lori Tapp (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.

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

HURON GREEN INC. (the 'Landlord') applied for an order requiring Lori Tapp (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on October 18, 2022.

Only the Landlord's legal representative, Carmen Dawdy, attended the hearing.

Determinations:

1. On January 11, 2022, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the following allegations:

Your behaviour or the behaviour of someone visiting or living with you has substantially interfered with another tenant's or my:

- reasonable enjoyment of the residential complex, and/or
- lawful rights, privileges, or interests

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2. The Tenant failed to pay the water charge back costs that they were required to pay under the terms of the tenancy agreement in the amount of \$271.32.
3. At the hearing the Landlord's legal representative submitted that as of the day of the hearing the Tenant had paid the Landlord the amount owing in the N5 notice, in the amount of \$271.32.
4. The Landlord's legal representative submitted the Landlord was seeking reimbursement for the filing fee.
5. In the absence of the Tenant to provide testimony to the filing fee claim by the Landlord, the Landlord's claim for reimbursement is granted.
6. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.
7. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before December 17, 2022, the Tenant will start to owe interest. This will be simple interest calculated from December 18, 2022 at 4.00% annually on the balance outstanding.

December 6, 2022
Date Issued

Greg Brocanier
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 June 18, 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.

