



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

**Citation:** City of Brantford, Housing v Harrison, 2022 ONLTB 13076

**Date:** 2022-11-29

**File Number:** LTB-L-032893-22

**In the matter of:** 11, 48 Pontiac Street  
Brantford ON N3S2A7

**Between:** City of Brantford, Housing Landlord

**And**

Noel Harrison Tenant

City of Brantford, Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Noel Harrison (the 'Tenant') because:

- 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.

This application was heard by videoconference on October 11, 2022.

Only the Landlord's representative, M. Potvin, attended the hearing.

**Determinations:**

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy between the Landlord and the Tenant is terminated effective December 4, 2022.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On June 8, 2022, the Landlord gave the Tenant an N7 notice of termination following an incident on June 5, 2022. The Landlord gave notice to the Tenant of its intention to carry out an annual inspection. The inspection was not possible because the Tenant had changed the locks without giving the Landlord a replacement key. The Landlord gave second notice and asked the Tenant to restrain his pet, a pit bull, for the inspection. The Landlord attended the unit on June 5, 2022, with a locksmith and an animal control officer. The Tenant's pit bull had to be restrained and bit through the restraint. The Tenant had removed the smoke detector. The Tenant repeatedly removes the smoke detector.
4. By letting his pit bull loose in the unit and repeatedly removing the smoke detector in the rental unit, the Tenant has seriously impaired the safety of the Landlord's staff and other tenants. This conduct occurred in the residential complex.

5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. There is no last month's rent deposit.
7. 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.

**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 December 4, 2022.
2. If the unit is not vacated on or before December 4, 2022, then starting December 5, 2022, 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 December 5, 2022. **The Sheriff is requested to expedite the enforcement of this order.**
4. The Tenant shall also pay the Landlord compensation of \$33.73 per day for the use of the unit starting December 4, 2022 until the date the Tenant moves out of the unit.
5. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before December 4, 2022, the Tenant will start to owe interest. This will be simple interest calculated from December 5, 2022 at 2.00% annually on the balance outstanding.

**November 29, 2022**  
**Date Issued**

\_\_\_\_\_  
Egya Sangmuah  
Vice Chair, Landlord and Tenant Board