



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

**Citation:** London & Middlesex Community Housing Inc v Sinclair, 2022 ONLTB 13086

**Date:** 2022-11-28

**File Number:** LTB-L-016812-22

**In the matter of:** 609, 241 SIMCOE ST  
LONDON ON N6B3L4

**Between:** London & Middlesex Community Housing Inc Landlord

**And**

Christopher Sinclair Tenant

London & Middlesex Community Housing Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Christopher Sinclair (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (L1 application).

The Landlord also applied for an order to terminate the tenancy and evict 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 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. (L2 application)

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

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

Only the Landlord's representative, C. Burgess, attended the hearing. The Landlord called its Tenant Services Team leader, P. Sheridan, as a witness.

### **Determinations:**

#### L1 application

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.

2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$726.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$23.87. This amount is calculated as follows:  $\$726.00 \times 12$ , divided by 365 days.
5. The Tenant has paid \$460.00 to the Landlord since the application was filed.
6. The rent arrears owing to October 31, 2022 are \$6,362.96.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$115.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$2.19 is owing to the Tenant for the period from March 13, 2020 to October 11, 2022.

#### L2 application

10. The Landlord has proven on a balance of probabilities the grounds for termination of the tenancy on the basis of the Tenant's conduct therefore the eviction order is not voidable.
11. The Tenant has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.
12. On December 20, 2021, the Landlord inspected the Tenant's unit and found it to be in a squalid condition. The unit was cluttered. The walls and floors were dirty, with old food on the floor. Many cockroaches were visible and there was a foul odour in the unit. The Landlord discovered that the Tenant had removed the smoke detector. The Landlord replaced the smoke detector. The Tenant also obstructed the inspection process by hurling vulgar insults at the Landlord's staff.
13. On February 1, 2022, the Landlord re-inspected the unit and found it in a worse condition. Once again the smoke detector had been removed. The Landlord could not treat the unit for cockroaches because of the clutter. The Tenant refused supports to assist him to bring the unit to a state of ordinary cleanliness. Hence, on February 11, 2022, the Landlord gave the Tenant an N5 notice of termination.
14. The Tenant did not correct the problem within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
15. By persistently removing smoke detectors in his cluttered unit, the Tenant has also seriously impaired the safety of any person. This conduct occurred in the residential complex.

Discretion

16. 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)(a) of the Act. The Tenant refuses or obstructs inspections and has rejected supports arranged by the Landlord to help declutter his unit and bring it to a state of ordinary cleanliness.

**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 9, 2022.
2. The Tenant shall pay to the Landlord \$5,968.34. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. The Tenant shall also pay the Landlord compensation of \$23.87 per day for the use of the unit starting October 12, 2022 until the date the Tenant moves out of the unit.
4. If the Tenant does not pay the Landlord the full amount owing on or before December 9, 2022, the Tenant will start to owe interest. This will be simple interest calculated from December 10, 2022 at 4.00% annually on the balance outstanding.
5. If the unit is not vacated on or before December 9, 2022, then starting December 10, 2022, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 10, 2022.

**November 28, 2022****Date Issued**


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 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 expires on June 10, 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.

**Schedule 1**  
**SUMMARY OF CALCULATIONS**

**A. Amount the Tenant must pay**

Rent Owing To Hearing Date	\$6,359.53
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$460.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$115.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$2.19
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$
<b>Total amount owing to the Landlord</b>	<b>\$5,968.34</b>
Plus daily compensation owing for each day of occupation starting October 12, 2022	\$23.87 (per day)