



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

**Citation:** Coffey v Verbonic, 2022 ONLTB 12771

**Date:** 2022-11-22

**File Number:** LTB-L-008214-22

**In the matter of:** 7A, 7 King Street  
Dryden ON P8N1B2

**Between:** Scott Coffey Landlord

**And**

Micheal Verbonic Tenant

Scott Coffey (the 'Landlord') applied (the L2 application) for an order to terminate the tenancy and evict Micheal Verbonic (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 (N5 notice)

This L2 application was heard by videoconference on November 2, 2022.

Only the Landlord attended the hearing. As of 12:15 pm, 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 well, the Landlord stated that he received a call from a legal aid lawyer, on behalf of the Tenant, who had to leave the Landlord a voice-mail message. This indicated to the Landlord that the Tenant was aware of the hearing and would be present or represented at this hearing. As it was mid-day in the hearing block, the hearing proceeded with only the Landlord's evidence, and I can confirm that no one for the Tenant appeared in the hearing room right to the end of the block.

**Determinations:**

1. The application was filed by the Landlord on February 25, 2022. The Tenant was in possession of the rental unit on the date the L2 application was filed.
2. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, I am ordering the termination of the tenancy taking into consideration the circumstances disclosed at the hearing.
3. The Landlord served the Tenant with two N5 notices of termination on the same date, that is on January 7, 2022, providing adequate details and dates behind two incidents – namely on January 4&5, 2022 when noise complaints were made against the Tenant for banging and yelling throughout the night and alleged illegal drug use; and on January 13, 2022,

when a fight broke out in the rental unit requiring the assistance of police and paramedics to remove an injured man from the unit.

4. The Landlord explained that he is self-represented and he thought that for each incident, he had to serve a different N5 notice. As such, both N5s were served on the Tenant setting out the same termination date of January 28, 2022 and both N5s give the Tenant seven days to void the notices.
5. I accepted the Landlord's explanation as to why he served the N5s as he did, but I indicated that we must work only with one N5 under the L2 application at this hearing.
6. The Landlord stated that the N5 with the January 4&5, 2022 claims is the more concerning notice to him, as the Tenant's behaviours have not stopped. The Landlord testified the rental unit building comprises seven apartments/units, and that the female residents of the building are the ones who are most concerned about the continuing behaviours by the Tenant and his guests. He described how one female tenant, who recently moved in, has informed him formally that she fears for her safety.
7. The Landlord testified that the fighting and police/paramedics incident is just additional proof that the Tenant's behaviours continue to take place, all in the context of alleged illegal drug use.
8. The Landlord testified that Dryden is town of some 8,000 residents and that the OPP has taken over from the local police in respect of the issues at the rental unit building. He said there is no Sheriff in town and any eviction must be coordinated through the Sheriff's office in nearby Kenora.
9. The Landlord testified that since the N5 notice about the noise (yelling, banging, etc.) and drug use, the undue noise and drug use in and about the rental unit have both continued.
10. I asked the Landlord if he has any personal knowledge of the goings-on with the Tenant, and he stated he himself has seen on more than one occasion needles strewn about and in the garbage area, and he has witnessed people coming and going to the rental unit. He stated his firm belief that the Tenant is involved in the use of methamphetamine.
11. The Landlord also explained that he has had great difficulty in the past in communicating with the LTB as he said there was no one at the LTB to communicate with or to help him, especially in trying to submit additional evidence. The problem of communication was compounded, he stated, because he had spent the last three weeks or so hunting and so was in remote areas not readily accessible to communication devices.
12. I asked the Landlord to disclose circumstances he was aware of and the Landlord stated that perhaps the Tenant has a meth addiction, but apart from that he was not aware of any other circumstances.
13. Based on the Landlord's uncontested testimony, I find that on a balance of probabilities that the Tenant did not void the N5 notice respecting the January 4&5, 2022 undue noise and drug use incidents – reference subsection 64(3) of the *Residential Tenancies Act, 2006* (the 'Act'). As well, I find that due to the ongoing undue noise (at a minimum) and the recurring presence of needles about the rental unit property, the Tenant and/or his guests has/have substantially interfered with the reasonable enjoyment and/or legal rights of the Landlord or another tenant.

14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
15. The Landlord stated that he is not interested in having the L2 application filing fee paid by the Tenant. As such, the order below does not order any payment of the filing fee.

**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 3, 2022.**
2. If the unit is not vacated on or before December 3, 2022, then starting December 4, 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 4, 2022.

**November 22, 2022**

**Date Issued**

Alex Brkic  
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 4, 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.

