



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

Citation: Heffernan v Brier, 2022 ONLTB 11980

Date: 2022-11-17

File Number: LTB-L-032708-22

In the matter of: 2371 REDMOND RD
OTONABEE ON K9J6X7

Between: Courtney Heffernan, Mike Heffernan Landlords

And

Steven Brier Tenant

2022 ONLTB 11980 (CanLII)

Courtney Heffernan and Mike Heffernan (the 'Landlords') applied for an order to terminate the tenancy and evict Steven Brier (the 'Tenant') because the Tenant has seriously impaired the safety of any person in the residential complex; and the Tenant has wilfully caused undue damage to the premises.

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

This application was heard by videoconference on November 10, 2022.

Only the Landlords' Legal Representative, Crystal Francey, attended the hearing.

As of 10:11 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 Landlords' evidence.

Determinations:

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, The Tenant must move out of the rental unit on or before November 28, 2022.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On May 16, 2022, the Landlords gave the Tenant an N7 notice of termination with termination date of May 26, 2022.
4. The notice of termination contains the following allegations: that on May 15, 2022 at 5:30 p.m., the Landlords did an inspection of the rental property to determine the state of the

rental unit, it was discovered that the Tenant had turned off the water to the building; the kitchen and the toilet had been removed; the Tenant was using a bucket for human waste and disposing of used toilet paper in the rental unit; the Tenant had caused the pipes to freeze and burst; there were large amounts of garbage and debris cluttering the rental unit; the smoke detectors were removed; the Tenant was using an unauthorized wood stove for heat; and there were large amounts of debris on the exterior of the property barricading access.

5. The Landlords' Legal Representative presented evidence of 49 photos that were taken of the rental property that depicted the wilful damage and destruction of the Landlords' property.
6. The Tenant has seriously impaired the safety of the rental unit and property. The Landlords' Legal Representative explained that the removal of the smoke detectors, the shutting off of the water supply, the large amount of clutter and debris combined with the use of a wood stove made for a potential fire hazard that could endanger lives. Not to mention the removal of the kitchen and the toilet which leads to further health and safety violations.
7. The Landlords incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.
8. It is obvious that the Tenant has caused wilful and severe damage to the rental unit and has impaired the safety of anyone who enters the property. The damage caused is extensive and quite deliberate. The pictures in evidence clearly demonstrate the severity of the damages that the Tenant has inflicted to the property and to the inside of the rental unit.
9. Therefore, having considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. This tenancy must be terminated.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before **November 28, 2022**.
2. If the unit is not vacated on or before November 28, 2022, then starting November 29, 2022, the Landlords 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 Landlords on or after November 29, 2022.
4. The Tenant shall pay to the Landlords \$186.00 for the cost of filing the application.

5. If the Tenant does not pay the Landlords the full amount owing on or before November 28, 2022, the Tenant will start to owe interest. This will be simple interest calculated from November 29, 2022 at 4.00% annually on the balance outstanding.

November 17, 2022
Date Issued

Michael Di Salle
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 May 28, 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.