



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

Citation: Yang v Kakeh, 2022 ONLTB 11502

Date: 2022-11-16

File Number: LTB-L-032845-22

In the matter of: 3RD FLOOR, FRONT ROOM
238 STERLING RD
TORONTO ON M6R2B9

Between: Roger Yang Landlord

And

Illel Kakeh Tenant

2022 ONLTB 11502 (CanLII)

Roger Yang (the 'Landlord') applied for an order to terminate the tenancy and evict Illel Kakeh (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; and
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises.

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 3, 2022.

The Landlord, the Landlord's Legal Representative, Alistair Trent, attended the hearing. Patrick Fitzgerald (PF) appeared as a witness for the Landlord.

As of 1:36 p.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 Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy is terminated on November 27, 2022.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On June 10, 2022, the Landlord gave the Tenant an N7 notice of termination ('N7 Notice') with a termination date of June 30, 2022. The notice of termination alleges the Tenant accosted another resident of the building and the Tenant caused wilful damage to the residential complex by breaking a window of another tenant's rental unit.

Serious Impairment of Safety and Wilful Damage

Landlord's evidence – testimony of PF

4. PF testified that on December 15, 2021 between 12:00 p.m. and 1:00 p.m., the Tenant aggressively banged on a window at the rental unit attempting to get his attention. PF testified that the Tenant banged on the window so hard that it shattered.
5. PF testified that on May 4, 2022 at 8:30 a.m., he had an altercation with the Tenant in which after PF made a comment to the Tenant about paying rent, the Tenant pushed him against the wall of the residential complex. PF testified that he did not contact the police after the assault as he was concerned for his safety and feared retaliation by the Tenant.
6. PF testified that after the incident, the Landlord moved him to another building for his safety.

Landlord's evidence – testimony of Landlord

7. The Landlord testified that the residential complex is a rooming house consisting of a main floor unit, and three other rental rooms.
8. The Landlord testified that due to the aggressive behaviour of the Tenant, he has been unable to rent the other three units in the house. He testified that the Tenant broke into the main floor unit and moved his belongings into the unit. He further testified that he believes the Tenant is renting out his room to another person however was unable to provide any evidence to support this claim.
9. The Landlord is seeking termination of the tenancy.

Section 83 considerations

10. Section 83 of the Residential Tenancies Act, 2006 (the 'Act') states that the Board must consider all the circumstances and determine whether or not it would be unfair to postpone or refuse eviction.
11. Based on the uncontested evidence before me, I find that the Tenant has seriously impaired the safety of another person and caused wilful damage to the residential complex. It was uncontested that the Tenant assaulted another resident of the building and broke the window of the other resident's rental unit.
12. As the Tenant did not attend the hearing and no evidence of section 83 considerations have been presented, I am unable to determine if the Tenant has any circumstances that should be considered.
13. 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.

Daily Compensation

14. Based on the monthly rent, the daily compensation is \$31.23. This amount is calculated as follows: \$950.00 x 12, divided by 365 days.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. There is no last month's rent deposit.

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 November 27, 2022.
2. If the unit is not vacated on or before November 27, 2022, then starting November 28, 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 November 28, 2022. **The Sheriff is requested to expedite the enforcement of this order.**
4. The Tenant shall pay the Landlord compensation of \$31.23 per day for the use of the unit starting October 4, 2022 until the date the Tenant moves out of the unit.
5. The Tenant shall also 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 November 27, 2022, the Tenant will start to owe interest. This will be simple interest calculated from November 28, 2022 at 4.00% annually on the balance outstanding.

November 16, 2022

Date Issued

Susan Priest

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.