



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

**Citation:** Perdikis v Ullman, 2022 ONLTB 12126

**Date:** 2022-11-15

**File Number:** LTB-L-006463-22

**In the matter of:** En-suite Room C4, 39 MCNAMARA ST  
THOROLD ON L2V5C8

**Between:** Michael Perdikis, Sabrina Zuccaro Landlord

**And**

Cory Ullman Tenant

Michael Perdikis, Sabrina Zuccaro (the 'Landlord') applied for an order to terminate the tenancy and evict Cory Ullman (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 Landlords or another tenant.

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 October 31, 2022. Only the Landlords and the Landlord's Representative Francisco Gomez attended the hearing.

As of 10:30 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 Landlord's evidence.

**Determinations:**

1. As explained below, the Landlords 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 26, 2022.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

3. On July 24, 2021 Landlords gave the Tenant a first, voidable N5 notice of termination alleging that:

2022 ONLTB 12126 (CanLII)

- On July 1, 2021 at 12:25 a.m. a fight took place between the Tenant and an invited guest of the Tenant. There was lots of crashing, yelling and kicking impacting other tenants, prevented them from being able to sleep and impacting their feeling of safety within the residential complex. This behaviour is contrary to the terms of the lease agreement, the Tenant was asked to correct his behaviour within 7 days, specifically no loud yelling at night, no fighting or kicking.
  - On July 8, 2021 3:35 p.m. the Landlords were issued a ticket for a parking violation in the amount of \$150.00 because the Tenant or the Tenant's guest's illegally parked a vehicle on the front yard of the property. Parking on the front of the yard is prohibited as it is a city by-law violation. Again, the Tenant was asked to correct his behaviour within 7 days
4. On a first N5 notice of termination served under section 64 of the *Residential Tenancies Act, 2006* (Act), a tenant has the opportunity to void the notice by correcting the offending behaviour or stopping the activity within seven days of being served with the N5 notice. The voiding period was from July 24, 2021 to July 31, 2021. The Landlord testified that there were no complaints about the Tenant during that period. Therefore, the Tenant voided the first N5 notice.
  5. Pursuant to section 68 of the Act, the Landlords were allowed to give the Tenant a second, non-voidable N5 notice of termination.
  6. On January 10, 2022, the Landlords gave the Tenant a second N5 notice of termination. The notice of termination contains the following allegations:
    - On August 20, 2021, it was reported to the Landlords that the Tenant was intoxicated and attempted to enter the private rooms of other Tenants. This behaviour interfered with the reasonable enjoyment of the rental unit by other tenants.
    - On December 10, 2021 despite repeated requests and notices not to park your(Tenant) vehicle on the lawn of the rental property, the Tenant continued to do so, this being contrary to the lease agreement and city by-laws. The Landlords were issued another parking offence notice per by-law #146-19, these offences carry fines of \$150.00 each and to date there is a balance of \$600.00 of unpaid fines by the Tenant.
    - On December 16, 2021 the Tenant was notified by the Landlords that the City contacted them regarding a white unregistered vehicle parked on the property and/or on the front lawn. The City issued a Work Order pursuant to the Clean Yards By-Law #146- 2019. Tenant was advised that the City would be returning on December 22, 2021 to confirm that the vehicle is removed.
    - On December 20, 2021 the Landlords received another parking offence in the amount of \$150.00 from the City as a result of Tenant parking on the front lawn of the rental property. "As you know parking on the lawn is PROHIBITED. Despite repeated notices requests for you to cease parking on the lawn, you continue to do so."

- On December 29, 2021 the Landlord was notified that a black Mercedes belonging to the Tenant or a guest of the Tenant was parked on the front lawn of the rental property. You (Tenant) continued disregard for the City by-laws and landlord's policies/rules with respect to parking substantially interferes with the Landlord's rights, privileges and enjoyment of the rental property.
  - On December 29, 2021 it was reported to the Landlord that you (Tenant) are smoking marijuana in your room at the rental property and this behaviour is interfering with the other tenants and their enjoyment of their tenancies. Smoking in the rental property is contrary to the terms of your lease agreement.
7. The Landlords testified that the Tenant's behaviour has had negative impact on the residential complex, that at times his intoxicated state has resulted in complaints from other student tenants and that police have attended to the rental complex on a couple of occasions.
  8. With respect to parking, the Landlords evidenced a copy of the lease agreement in which it is clearly outlined that each tenant is entitled to one parking spot and that there is no guest parking included.
  9. The Landlords continue to be liable for the parking infractions resulting from the Tenant parking on the front lawn of the rental complex. The Tenants actions, despite being repeatedly advised have resulted in a financial strain for the Landlords by having to pay for issued fines and has created an untenable situation as the Tenant has a clear disregard for the terms of the lease agreement and city by-laws.
  10. This is clearly demonstrated in a message exchange between the Landlords and Tenant on May 22, 2022 in response to an email from the Landlords questioning a vehicle parked on the front lawn, the Tenant responds:

“I don't see the big deal being it's all dirt and as you said only one other vehicle is being parked in the driveway. I flip cars on the side for a living and will always have 2 vehicles. It is registered thank you, it just isn't plated. I'll put it in the driveway, not sure why it's okay being their until you come on the property, you're the only one with the issue it seems.”
  11. Based on the uncontested evidence of the Landlords, I am satisfied on a balance of probabilities that the Tenant or the Tenant's guests have substantially interfered with other tenants' reasonable enjoyment of the residential complex and lawful right, privilege or interest of the Landlords.

Daily compensation

12. The Tenant was required to pay the Landlords \$10,099.40 in daily compensation for use and occupation of the rental unit for the period from February 2, 2022 to October 31, 2022.
13. If the Tenant has paid any rent since February 2, 2022 the Landlord shall subtract the amount of rent paid from the amount owing in this order
14. Based on the Monthly rent, the daily compensation is \$22.85. This amount is calculated as follows: \$695.00 x 12, divided by 365 days.
15. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. The Landlords collected a rent deposit of \$690.00 from the Tenant and this deposit is still being held by the Landlord.
17. Interest on the rent deposit, in the amount of \$10.00 is owing to the Tenant for the period from July 1, 2021 to October 31, 2022.
18. In accordance with subsection 106(10) of the *Residential Tenancies Act, 2006*, (the 'Act') the last month's rent deposit shall be applied to the rent for the last month of the tenancy.

Section 83(2) considerations

19. 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. The Tenant failed to attend the hearing to provide evidence of their circumstances and the Landlord's Representative submitted that they are unaware of any circumstances that would cause me to delay or deny an eviction.
20. This order contains all of the reasons for the decision within it. No further reasons shall be issued

**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 26, 2022.
2. If the unit is not vacated on or before November 26, 2022, then starting November 27, 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 27, 2022.

4. The Tenant shall pay to the Landlords \$9,394.40, which represents compensation for the use of the unit from February 2, 2022 to October 31, 2022, less the rent deposit and interest the Landlords owe on the rent deposit.
5. The Tenant shall also pay the Landlords compensation of \$22.85 per day for the use of the unit starting November 1, 2022 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlords \$186.00 for the cost of filing the application.
7. The total amount the Tenant owes the Landlords is \$9,580.40.
8. If the Tenant does not pay the Landlords the full amount owing on or before November 26, 2022, the Tenant will start to owe interest. This will be simple interest calculated from November 27, 2022 at 4.00% annually on the balance outstanding.

**November 15, 2022**

**Date Issued**

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Alicia Johnson  
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 27, 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.