



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

Citation: Manitouwadge Municipal Housing Corporation v Lavigne-viner, 2022 ONLTB 11144

Date: 2022-11-04

File Number: LTB-L-036500-22

In the matter of: 5, 19 Ohsweken
Manitouwadge ON P0T2C0

Between: Manitouwadge Municipal Housing Corporation Landlord

And

Billy M Lavigne-viner Tenant

Manitouwadge Municipal Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Billy M Lavigne-viner (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;
- 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.

This application was heard by videoconference on November 1, 2022. Only the Landlord's legal agent, R. Labbee, attended the hearing. As of 1:32 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. Therefore, the tenancy is terminated. I find it would be unfair to grant relief from eviction.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N7 Notice of Termination

3. On June 20, 2022, the Landlord gave the Tenant an N7 Notice of Termination (the 'N7 Notice') pursuant to section 62 and 66 of the *Residential Tenancies Act, 2006* (the 'Act'). The notice of termination contains the following allegations:
 - On June 17, 2022, the Tenant used a golf club to smash a window of the residential complex

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- On June 18, 2022, the police attended the unit, the Tenant called on his dog to attack a police officer.

Undue Damage

4. On a balance of probabilities, I find that the Tenant wilfully caused undue damage to the residential complex. I base this on the Landlord's agent's uncontested testimony and video surveillance submitted into evidence showing the Tenant smashing the storage area's window with a golf club.

Serious Impairment of Safety

5. The Landlord's agent testified that when she observed the video surveillance the day after the incident, she contacted the police. The police attended the residential complex and went looking for the Tenant to make an arrest. Upon finding the Tenant, the Tenant commanded his dog to attack the police officers. The police apprehended the dog and arrested the Tenant. Submitted into evidence was the Ontario Provincial Police CPIC Response Report, showing the Tenant was charged with assault with a weapon, mischief under \$5,000.00 and resisting a police officer.
6. On a balance of probabilities, I find that the Tenant seriously impaired the safety of another person by using his pet as a weapon against the police officers at the residential complex.

Relief from eviction

7. 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.
8. The Landlord's agent testified that the Tenant is in arrears of rent and his unit has extensive damages. Further, as of recent, he obtained another dog. The Landlord is concerned that the Tenant will use the dog as a weapon against other tenants. Based on the foregoing, and the fact that the Tenant did not attend the hearing to testify to his circumstances for me to consider relief from eviction, relief shall not be granted.

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 9, 2022.
2. If the unit is not vacated on or before November 9, 2022, then starting November 10, 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 10, 2022. **The Sherriff is requested to expedite the enforcement of this order.**

4. The Tenant shall also pay the Landlord \$186.00 for the cost of filing this application.
5. If the Tenant does not pay the Landlord the full amount owing on or before November 9, 2022, the Tenant will start to owe interest. This will be simple interest calculated from November 10, 2022 at 3.00% annually on the balance outstanding.

November 4, 2022
Date Issued

Camille Tancioco
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 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.