



Order under Section 69 Residential Tenancies Act, 2006

Citation: Asimco Textiles Inc. v Delotinville, 2022 ONLTB 10979

Date: 2022-11-02

File Number: LTB-L-034187-22

In the matter of: 314, 138 EAST ST
SAULT STE. MARIE ON P6A3C6

Between: Asimco Textiles Inc. Landlord

And

Dean Delotinville Tenant

Asimco Textiles Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Dean Delotinville (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because the Tenant has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.

This application was heard by videoconference on September 28, 2022.

Only the Landlord's representative, A Bhatti, attended the hearing.

Determinations:

L1 application

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$850.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$27.95. This amount is calculated as follows: \$850.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to September 30, 2022 are \$3,400.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$850.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.

L2 application

9. On May 19, 2022, the Landlord gave the Tenant a first, voidable N5 notice of termination. The notice alleged that the Tenant has subjected other tenants to angry outbursts and threatened them with violence. Therefore, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).
10. On June 2, 2022, the Landlord gave the Tenant a second N5 notice of termination. The notice of termination contains alleged further threats of violence directed other tenants, their guests, and the Landlord's staff.
11. On May 19, 2022, the Tenant threatened another tenant with bodily harm. On June 1, 2022, the Tenant threatened to kill the Landlord's staff when they knocked on his door to collect the rent. The Tenant regularly threatens other tenants with violence and often walked through the complex with a baseball bat and a knife until the weapons were seized by the police in June 2022. There have been several interventions by the police as a result of the Tenant's threats.
12. The Tenant's conduct has substantially interfered with the Landlord's and another tenants' sonable enjoyment of the residential complex.
13. This conduct also substantially interferes with a lawful right, privilege or interest of the Landlord, as it has caused two tenants to terminate their tenancy because they do not feel safe in the residential complex.

Discretion

14. 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. There is a real risk of harm to other tenants. The other tenants should not be living in fear and should not be subjected to intimidation by the Tenant.

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 13, 2022.
2. The Tenant shall pay to the Landlord \$2,668.60. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. The Tenant shall also pay the Landlord compensation of \$27.95 per day for the use of the unit starting September 29, 2022 until the date the Tenant moves out of the unit.

4. If the Tenant does not pay the Landlord the full amount owing on or before November 13, 2022, the Tenant will start to owe interest. This will be simple interest calculated from November 14, 2022 at 4.00% annually on the balance outstanding.
5. If the unit is not vacated on or before November 13, 2022, then starting November 14, 2022, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 14, 2022.

November 2, 2022

Date Issued

Egya Sangmuah

Vice Chair, 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 expires on May 14, 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$3,332.60
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$850.00
Less the amount of the interest on the last month's rent deposit	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$
Total amount owing to the Landlord	\$2,668.60
Plus daily compensation owing for each day of occupation starting September 29, 2022	\$27.95 (per day)

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