



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

Citation: Houselink & Mainstay Housing v MacDonald, 2022 ONLTB 9622

Date: 2022-10-25

File Number: LTB-L-035524-22

In the matter of: 03, 223 OSLER ST
TORONTO ON M6N2Z2

Between: Houselink & Mainstay Housing Landlord

And

Alicia MacDonald Tenant

Houselink & Mainstay Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Alicia MacDonald (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.

This application was heard by videoconference on October 18, 2022.

Only the Landlord's agent, Kimberley Ellsworth, attended the hearing.

Also in attendance was the Landlord's witness, Mami Kaneko.

As of 9:34AM, 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 Tenant has seriously impaired the safety of another person at the residential premises. Therefore, an order shall issue granting the Landlord's application and terminating the tenancy on October 30, 2022.
2. By way of background, this is a fixed-term tenancy ending January 2023. The rent is due on the first of the month in the amount of \$390.00.
3. This tenancy began on February 1, 2022; the residential complex is a 12-unit apartment building with only bachelor units.
4. The Tenant was in possession of the rental unit on the date the application was filed and continued to be in possession as of the hearing date.

N7 Notice of Termination

5. On June 7, 2022, the Landlord gave the Tenant an N7 notice of termination with a termination date of June 30, 2022, pursuant to subsection 66(1) of the *Residential Tenancies Act, 2006*.
6. At the hearing, the Landlord's agent, KE, who is an employee of the Landlord managing the property, testified that there have been several incidents where the Tenant has assaulted other individuals, both employees of the Landlord and other residents, at the residential premises.
7. KE testified that on March 16, 2022, the Tenant attacked a contractor in her unit when he attempted to take photos of the work he had done to unclog her toilet and threatened to hurt him with a hammer. When the Landlord confronted the Tenant about this incident, the Tenant stated that she felt she was being judged.
8. KE testified that on June 23, 2022, another incident of violence occurred between the Tenant and another resident in unit 8 where the Tenant forced entry to that unit and assaulted the resident in her unit by pushing her to the ground and dragging her around. A copy of the video surveillance footage was submitted into evidence showing her entry, the resident on the floor – hurt – and the Tenant going back into the unit after seeing the video camera, attempting to help the resident.
9. KE expressed grave concern for the safety of other tenants and staff at the residential complex due to the Tenant's aggressive and hostile behaviour and feels that all means have been exhausted by the Landlord to assist the Tenant in preserving her tenancy and she is no longer responsive to the Landlord's efforts.
10. The Landlord's witness, MK, who is a support working and is on site twice a week, testified that on March 2, 2022, there was a physical altercation between the Tenant and another resident where the Tenant was holding a knife in her hand. Another Tenant had to intervene to deescalate. While the Tenant acknowledged that she harmed the victim, she was adamant it was in self-defence.
11. MK also testified that she has received numerous complaints from other residents expressing their concerns for their safety and fearing the Tenant's aggressive behaviour. MK further testified that another incident took place last week where the Tenant smashed the glass window's front panel in attempts to gain entry to the residential premises.
12. MK also testified that she connected with the Tenant as late as last week to show her the evidence for the hearing and reminded her the day prior of the hearing but that Tenant was not responsive.
13. The Landlord seeks a termination of the tenancy.

ANALYSIS

14. Based on the uncontested evidence before the Board I find that the Tenant has seriously impaired the safety of others at the residential premises, namely the tenant in unit 8, the contractor and the victim from March 2, 2022 and that this occurred on the residential

premises. I say this based on the testimony of the Landlord's witnesses and the video surveillance footage submitted into evidence.

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.
17. 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.
18. The Landlord is unaware of any circumstances that would justify relief from eviction.
19. 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 Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before October 30, 2022.
2. If the unit is not vacated on or before October 30, 2022, then starting October 31, 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 October 31, 2022. The Sherriff is requested to expedite the enforcement of this order.
4. The Tenant shall pay to the Landlord \$1,410.41, which represents compensation for the use of the unit from to October 18, 2022, less the rent deposit and interest the Landlord owes on the rent deposit.
5. The Tenant shall also pay the Landlord compensation of \$12.82 per day for the use of the unit starting October 19, 2022 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenant owes the Landlord is \$1,596.41.
8. If the Tenant does not pay the Landlord the full amount owing on or before October 30, 2022, the Tenant will start to owe interest. This will be simple interest calculated from October 31, 2022 at 4.00% annually on the balance outstanding.

October 25, 2022
Date Issued

S. Anwar-Ali
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 April 30, 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.