



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

**Citation:** 5013420 v Allen, 2022 ONLTB 9518

**Date:** 2022-10-25

**File Number:** LTB-L-027384-22

**In the matter of:** 1, 209 Dundas Street  
London ON N6A1G4

**Between:** 5013420 Landlord

**And**

Chauntel Alisha Mae Aleen Allen Tenant

5013420 (the 'Landlord') applied for an order to terminate the tenancy and evict Chauntel Alisha Mae Aleen Allen (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.

5013420 (the 'Landlord') also applied for an order requiring Chauntel Alisha Mae Aleen Allen (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on October 17, 2022.

The Landlord's Representative Patrick Pacheco, and the Tenant attended the hearing. The Tenant spoke to Tenant Duty Counsel before the hearing. Osama Forani attended as witness for the Landlord.

I note the Tenant requested an adjournment after the Landlord's evidence was presented. The Tenant proclaims that if the hearing is adjourned she'd speak to Tenant Duty Counsel again. She was unresponsive as to whether she'd attend with legal representation, therefore the adjournment was denied. Accommodations needs were undetermined based on the Tenant's responses. The Tenant had technical problems as the proceedings were concluding. The Tenant did not unmute her phone and subsequently disconnected and failed to rejoin the conference.

**Determinations:**

- As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and/or the claim for compensation in the application. Relief from eviction is granted on the basis that the Tenant undisclosed accommodation needs.

## N7 Notice of Termination:

2. On May 3, 2022, the Landlord gave the Tenant an N7 notice of termination deemed served on May 3, 2022. The notice of termination contains the following allegations: that the Tenant verbally threatened fellow tenants on April 29, 2022 and smashed the side view mirrors of another tenant's vehicle on May 2, 2022.
3. There was no one hurt or injured on April 29, 2022 or on May 3, 2022. The Divisional Court confirmed in *Musse v. 6965083 Canada Inc.*, 2021 ONSC 1085, its previous reasoning in *Furr v. Courtland Mews Cooperative Housing Inc.*, that "impairment" of safety includes both actual impairment and a real risk of impairment. As such, *the Act* does not require any person to have been hurt or injured as a result of the act; it is sufficient that it is foreseeable and that the conduct/act could have resulted in, or may result in a real risk of serious impairment to safety.
4. On April 29, 2022, the Tenant's behaviour had the potential to seriously impair the safety of another tenant when she used an object on another tenant's door to force entry. The photograph shows extensive dents to the metal door of another unit. This conduct occurred in the residential complex. The Tenant had used an object, which was either a hammer or the fire extinguisher against another tenant's door and hallway wall. Her conduct threatened the safety of another tenant in the residential complex. Having considered the Landlord's testimony seeing the aftermath of the incident, having obtained statements from other tenants, the Tenant admitting to the damage and seeing the nature of the damage caused to the door and to the hallway drywall, I find the Tenant's behaviour was erratic and dangerous that she had the potential to seriously impair a person's safety. The Tenant does not deny the damage caused that day and provided no explanation in her defense.
5. The Tenant also does not dispute breaking the side window of another tenant's vehicle on May 3, 2015.
6. 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 not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
7. Based on the nature of the admitted conduct, I made enquiries about her accommodation needs but she was not responsive. I could not determine conclusively that accommodation is needed but the disturbing details of the above incidents suggests the Tenant is highly vulnerable, and will have challenges finding alternate accommodation.
8. The Landlord has referred to other incidents where the Tenant has smashed other windows in her unit and the front glass door of the residential complex and has provided a photograph showing cut wires of the furnace situated in the Tenant's unit. Although the Landlord referred to these occurrences, he provided no dates of when these incidents took place or when the photographs were taken. I was unable to determine whether these occurred after the N7 Notice was issued and I can't speculate that the Tenant's conduct will reoccur being mindful of the Divisional Court decision in *Furr v. Courtland Mews Cooperative Housing Inc* that also indicates it is an error to ground a ruling for eviction on speculation about future conduct.

9. I considered whether the Tenant is a danger to other tenants, and the Landlord and other tenants can elect to involve law enforcement if immediate response and safety issues are of concern.

Compensation for damages:

10. The Tenant does not challenge the Landlord's evidence that she wilfully or negligently caused undue damage to the rental unit or residential complex to the drywall in the hallway and in her unit by breaking the window facing the main road; the drywall in the hallway of the common area, and drywall in her unit. The Landlord provided two photographs of damage caused to one wall in the hallway which requires full replacement of the drywall (about 10 feet by 5 feet) and another photograph of a few holes on one wall in the Tenant's unit which may be able to be repaired with mud and paint.
11. The Landlord has not made the repairs to the damage drywall or window. He seeks estimated costs of \$1800.00 for the hallway drywall replacement, \$1300 for the unit drywall and an addition \$2,800.00 to paint the unit and the hallway. I reference the estimated costs requested with the photographs shown of the damage and I was unable to determine whether the costs were reasonable. The onus rests on the Landlord to provide support for the detailed breakdown for costs to repair the damage to the drywall including material, and labour costs which was not provided. The estimate only includes lump sum and was to substantiate the Landlord's claim.
12. An estimate has been provided for the cost to replace three windows in the unit. Since the claim relates to the one window the Tenant owes \$800.00.
13. The photograph of the mechanical room door located in the Tenant's units supports a finding the Tenant wilfully or negligently caused undue damage to the door given the hole in the door. The door has not been replaced but the estimate provided by the Landlord dated October 14, 2022 reveals it will cost \$650.00. Since the application claimed \$400.00 and the Landlord did not explain the difference in cost from the time the application was filed, I find reasonable costs the Tenant owes is \$400.00.
14. The application was not amended to include alleged damage to the furnace wires, other windows in the unit, the exit sign and mailbox and were not considered.
15. There was no evidence led for out of pocket costs related to removal of debris.
16. The Tenant owes the Landlord \$186.00 for the cost of the filing the application.
17. The Tenant owes the Landlord a total of \$1,386.00 (\$800.00+\$400.00+\$186.00).

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.

2. The Tenant shall not seriously impair or threaten to impair the safety of another person in the rental unit or in the residential complex.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition and within a twelve-month period from October 17, 2022. This application is made to the LTB without notice to the Tenant.
4. The Tenant shall pay to the Landlord \$1,386.00, which represents the reasonable costs of repairing and/or replacing the damaged property and the application fee.
5. 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**

\_\_\_\_\_  
Sandra Macchione  
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.