



**Order under Section 69 / 88.1  
Residential Tenancies Act, 2006**

**Citation:** Hagos v Giroux, 2022 ONLTB 9346

**Date:** 2022-10-25

**File Number:** LTB-L-036053-22

**In the matter of:** 10, 392 Carmen Avenue East  
Ottawa Ontario K1L6Y2

**Between:** Kidane Hagos Landlord

**And**

Pierre Giroux Tenant

Kidane Hagos (the 'Landlord') applied for an order to terminate the tenancy and evict Pierre Giroux (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 Landlord or another tenant;
- the number of persons living in the unit on a continuing basis is more than permitted by health, safety or housing standards.

Kidane Hagos (the 'Landlord') also applied for an order requiring Pierre Giroux (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

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

Only the Landlord attended the hearing. As of 9:30 AM, 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

3. The Landlord's application is based on an N5 notice of termination given under section 64 and 67 of the Residential Tenancies Act, 2006 (the "Act"), the notice being served on December 27, 2021 with a termination date of January 17, 2022. The N5 alleges numerous events between December 22 and December 27, 2021 that the Tenant and those permitted in the residential complex by the Tenant. These events include noise, attempting to enter another tenant's unit, and jamming open the door to allow others to enter.
4. Based upon the uncontested evidence of the Landlord, I find on a balance of probabilities that the acts alleged in the N5 were committed by both the Tenant, and by others the Tenant permitted in the residential complex. The Landlord's uncontested evidence was that these acts disturbed the sleep of other tenants, and made them fear for their safety. I therefore find on a balance of probabilities that the acts substantially interfered with other tenants' reasonable enjoyment of the residential complex.
5. The Landlord adduced no evidence that the number of persons living in the rental unit was more than that permitted by health, safety or housing standards, nor were any health, safety or housing standards introduced as evidence. That ground for termination is therefore denied.
6. A notice under section 64 is an initial "voidable", meaning that the Tenant has seven days to cease the behaviour outlined in the notice, and therefore render the N5 ineffective to terminate the tenancy.
7. Based on the Landlord's uncontested evidence, I find on a balance of probabilities that the N5 was not voided. In particular, an event on January 2, 2022 contains details of noise by the Tenant and those permitted in the residential complex by him that match the objectionable behaviour complains of on the N5. The N5 of December 27, 2021 may therefore sustain termination of the tenancy.
8. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord's application selected the box indicating that an order was sought for the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. There were however no details of the amount sought in the application. No amount having been sought, none is awarded.

#### Relief From Eviction

10. 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.
11. The Landlord's uncontested evidence was that the behaviour of the Tenant has escalated, that the other tenants have moved out of the building. The Landlord and others have been threatened with bodily harm, including threats with a firearm that required police intervention. I am satisfied that there would be unfairness to the Landlord to delay the termination of the tenancy based on the persistence of the Tenant's behaviour. The

Landlord was aware of no circumstances of the Tenant that might inform an exercise of discretion to delay the eviction.

12. I have however not granted the Landlord's request at the hearing for immediate or expedited enforcement. Given that the hearing was uncontested, and is based on an N5 notice of termination, I am not satisfied that it is appropriate or procedurally appropriate to abbreviate the termination date shorter than the Board's standard 11-day order. That said, the order has been drafted and issued for the earliest issuance date after the hearing, therefore leading to much the same practical outcome.

**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 5, 2022.
2. If the unit is not vacated on or before November 5, 2022, then starting November 6, 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 6, 2022.
4. The Tenant shall also pay to the Landlord \$201.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before November 5, 2022, they will start to owe interest. This will be simple interest calculated from November 6, 2022 at 4.00% annually on the balance outstanding.

**October 25, 2022**  
**Date Issued**

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Ian Speers  
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 of the Tenant expires on May 6, 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.