



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

**Citation:** Harmony Place v Stys, 2024 ONLTB 70164

**Date:** 2024-09-23

**File Number:** LTB-L-006561-24

**In the matter of:** 202-120 Colborne Street  
Brantford, ON N3T 2G6

**Between:** Harmony Place

**And**

Walter Stys

I hereby certify this is a  
true copy of an Order dated  
**SEPT 23 2024**  
Landlord and Tenant Board

Landlord

Tenant

Harmony Place (the 'Landlord') applied for an order to terminate the tenancy and evict Walter Stys (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.

This application was heard by videoconference on August 27, 2024.

Only the Landlord's agent Michelle Wilson attended the hearing.

As of 10:26 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.

**It is determined that:**

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.
3. On July 28, 2023, the Landlord gave the Tenant an N5 notice of termination deemed served that same date. The notice of termination contains the following allegations:
  - a) July 13, 2023 – during an emergency inspection of the unit regarding a water leak, large amounts of garbage were observed in the unit. The Tenant was asked to clean the unit.
  - b) July 19, 2023 – during a semi-annual maintenance inspection of the unit, it was determined that the Tenant never cleaned the garbage as observed earlier. Every room had piles of garbage.

- c) July 28, 2023 – the Tenant was provided a notice to clean the unit with a reinspection date of July 28, 2023 however, the Tenant refused the Landlord entry and displayed hostile behaviour.
4. The Tenant did not correct the omission within seven days after receiving the N5 notice of termination. The unit was never cleaned. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006 (Act)*.
5. On January 22, 2024, the Landlord gave the Tenant a second N5 notice of termination deemed served the same date. The notice of termination contains the following allegations:
  - a) Dec 12 – 29, 2023, the Tenant failed to provide the Landlord with Tenant's insurance as required in the lease.
  - b) Aug 10 2023 – Jan 22 2024 – the Tenant has not complied with fire safety regulations. The Fire Department has issued an order of compliance due September 10, 2023 however, the Tenant has refused to comply with the order.
  - c) January 16, 2024 – the Tenant refused entry to the unit on multiple dates including August 4, 2023, August 11, 2023, September 1, 2023, September 8, 2023 and September 15, 2023.
6. The Tenant has continually refused the Landlord entry into the unit and has continued to comply with the fire order that was issued by the Fire Department.
7. This conduct has substantially interfered with the Landlord's and the other tenants' reasonable enjoyment of the residential complex. By refusing to comply with fire orders, this action puts the safety of the Tenant and other tenants at risk. As such, I am satisfied on a balance of probabilities based on the Landlord's uncontested evidence that the Tenant has substantially interfered with the Landlord's reasonable enjoyment of the rental unit and also substantially interferes with a lawful right, privilege or interest of the Landlord and the other tenants.

#### *Last Month's Rent Deposit, Interest & Costs*

8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,445.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$98.79 is owing to the Tenant for the period from May 27, 2020 to August 27, 2024.

#### *Section 83 Considerations*

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. It was clear from the evidence that the Tenant is refusing to cooperate with the Landlord in any meaningful way to try to comply with fire safety. As such, I do not believe it would be unfair to grant relief from eviction.

**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 4, 2024.
2. If the unit is not vacated on or before October 4, 2024, then starting October 5, 2024, 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 5, 2024.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before October 4, 2024, the Tenant will start to owe interest. This will be simple interest calculated from October 5, 2024 at 7.00% annually on the balance outstanding.

**September 23, 2024**  
**Date Issued**

  
\_\_\_\_\_  
Jagger Benham  
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 5, 2025 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.