



Jan 06, 2025

James W. Campbell

Landlord and Tenant Board

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

Citation: Lo v Snow, 2025 ONLTB 1695

Date: 2025-01-06

File Number: LTB-L-049582-24

In the matter of: Basement, 757 OXFORD ST
ETOBICOKE ON M8Z1L4

Between: William Lo Landlord
Jane Ly

And

Tom Matthew Snow Tenant
Crystal Allecia Jones

William Lo and Jane Ly (the 'Landlord') applied for an order to terminate the tenancy and evict Tom Matthew Snow and Crystal Allecia Jones (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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on December 18, 2024.

The Landlord and their Legal Representative Ms. Angela Smith attended the hearing.

As of 10:17 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 and/or the claim for compensation in the application. Therefore, I will evict the Tenant and order daily compensation.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. **N5 Notice of Termination: Substantial interference**

On May 17, 2024, the Landlord gave the Tenant an N5 notice of termination deemed served on the same date. The notice of termination contains the following allegations: on at least four occasions, (ie March 31, April 1, April 4, April 14, 2024) the Tenant has exhibited waste/garbage/refuse/junk – as defined by the City of Toronto, around their unit, which constitutes a violation of the City of Toronto Municipal Code.

4. The Landlord led evidence at the hearing of the above allegations, and this evidence was not contested.
5. A letter from the City of Toronto Bylaw was in evidence. They came to the property on April 2, 2024. They quoted the Bylaw, Chapter 548, concerning the dumping of garbage. They stated what garbage is and ordered the removal of everything outside of property.
6. The Landlord told the Tenant about this and gave them a copy of the letter. The Tenants were hostile. They said they have rights as tenants and that the Landlord has no say in the matter
7. The Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination.
8. On May 30, 2024, a further inspection was conducted, the persistent accumulation of garbage was still observed in breach of the City Bylaw.
9. Photos were produced at the hearing as evidence of the state of the unit on this date. The Tenant continued to accumulate waste and refuse in breach of the City of Toronto bylaws.
10. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

11. **Daily compensation, NSF charges, rent deposit**

12. The Tenant was required to pay the Landlord \$9,272.16 in daily compensation for use and occupation of the rental unit for the period from June 14, 2024 to December 18, 2024.
13. Based on the Monthly rent, the daily compensation is \$49.32. This amount is calculated as follows: \$1,500.00 x 12, divided by 365 days.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlord collected a rent deposit of \$1,500.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$123.10 is owing to the Tenant for the period from March 1, 2020 to December 18, 2024 .
16. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

17. **Relief from eviction**

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 Tenant have persistently breached the Bylaws.
19. The Tenants have shown a flagrant disregards for the laws of the City of Toronto, which they agreed to observe in their lease.
20. The Tenants did not attend the hearing and showed no interest in this serious matter.
21. I find 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 January 17, 2025.
2. If the unit is not vacated on or before January 17, 2025, then starting January 18, 2025, 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 January 18, 2025.
4. The Tenant shall pay to the Landlord \$9,272.16, which represents compensation for the use of the unit from June 14, 2024 to December 18, 2024.
5. The Tenant shall also pay the Landlord compensation of \$49.32 per day for the use of the unit starting December 19, 2024 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 Landlord owes \$1,623.10 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
8. The total amount the Tenant owes the Landlord is \$7,835.06.
9. If the Tenant does not pay the Landlord the full amount owing on or before January 17, 2025, the Tenant will start to owe interest. This will be simple interest calculated from January 18, 2025 at 6.00% annually on the balance outstanding.

January 6, 2025
Date Issued

James W Campbell

James Campbell
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 July 18, 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.

