



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

Citation: Paste Properties Ontario Ltd. v Kinder, 2023 ONLTB 31374

Date: 2023-04-18

File Number: LTB-L-056243-22

In the matter of: 205, 20 Valleyview Drive
Bancroft ON K0L1C0

Between: Paste Properties Ontario Ltd.

Landlord

And

Laurie Milligan
Mike Kinder

Tenant

I hereby certify this is a
true copy of an Order dated

APR 18, 2023

Landlord and Tenant Board

Paste Properties Ontario Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Laurie Milligan and Mike Kinder (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; and, because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises.

This application was heard by videoconference on March 1, 2023.

The Landlord's representative Charles Freed, the Landlord's agent Brad Perrin, the Landlord's witnesses: Elaine Sararas and Matt Musclow and the Tenants attended the hearing.

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 on April 30, 2023.
2. The Landlord served the Tenant with a Form N7, with a termination date of October 5, 2022. The Landlord brought this application on the basis the Tenants has wilfully caused undue damage to the rental unit or residential complex; and the Tenants have seriously impaired the safety of another person within the residential complex.
3. The Landlord's form N7 relies upon the findings made during inspections of August 6, 2022 and August 17, 2022.
4. The Landlord's witness, Matt Musclow (MM) is the Deputy Fire Chief of the town of Bancroft who completed an inspection of the rental unit on August 6, 2022 after receiving a 911 call regarding a smell of gas emanating from the rental unit. MM testified he observed a motorized dirt-bike in the rental unit, which the Tenants were asked to remove due to the hazards of ignition sources.

5. MM inspected the rental unit again on August 17, 2023. At that time, he observed an empty gasoline container and electric baseboards with no covers, as well as an accumulation of combustibles located in close proximity to the damaged electric baseboards and in a manner that created a fire hazard.
6. Brad Perrin (BP), the Landlord's property manager, testified he attended for the fire related inspections and noted damage to the interior of the rental unit. BP stated the baseboard heaters were disassembled and the carpets were completely ripped out of the hallways. He described the property as being in "total disarray". Similarly, Elaine Sararas (ES), the Landlord's superintendent, testified that although she was present for the August 17 inspection, the Tenant Mike Kinder (MK) would not let her inside. From the doorway, she could observe "chaos" and a "mess".
7. The Tenant, Laurie Milligan (LM), denied creating a fire hazard, stating the gas can and motorized dirt bike were removed upon request. LM's evidence was unclear as to how the 2 electric baseboards were damaged, stating it could have been her daughter who kicked it. LM also testified the carpet was removed by MK in order "*to get ride of bed bugs*". While not a requirement, the Tenant did not provide any pictures or independent reports/ findings to substantiate the presence of bed bugs in the rental unit requiring the carpets to be removed.
8. Pictures from the inspection confirmed the presence of a gas can and showed signs of hoarding with an accumulation of items (including wood panels) surrounding the baseboard heaters, as well as the carpet completely ripped out of the hallways.
9. The rental unit is located in a 3-floor building, with multiple tenants. The damaged and exposed baseboards pose an increased safety risk. Moreover, MM advised that should a fire occur; it would not be contained given the quantity of surrounding items/fuel load. He described the rental unit as posing a "*pretty significant hazard*".
10. Based upon the testimony given, including inspection pictures taken and MM's fire inspection report articulating a "*fire hazard*" was created, I find the Tenants seriously impaired the safety of another person within the residential complex. Moreover, given the nature of the interior damage, I find the Tenants, or someone visiting or living with the Tenants wilfully damaged the rental unit by (i) tampering/damaging the baseboard heaters and by (ii) ripping out the carpets throughout the rental unit.

Section 83

11. Section 83 requires that the Board consider all the circumstances, including the Tenant's and the Landlord's situations to determine if it would be appropriate to grant section 83 relief from eviction. The Landlord seeks eviction, noting the situation has not improved and requesting an eviction date of April 30, 2023.
12. LM indicated she is not happy at the rental unit and is "looking for time" to find another place. LM is on a fixed income and in the event eviction were ordered, she requested until April 30, 2023 to find alternative accommodations, noting she has children ages 12 and up.
13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act') and given the severity of the Tenant's actions,

find it would be unfair to deny eviction. Given the parties' submissions made as to an April 30 termination date, I find that it would not be unfair to postpone the eviction until April 30, 2023 pursuant to [subsection 83\(1\)\(b\)](#) of the [Act](#).

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated on April 30, 2023. The Tenant must move out of the rental unit on or before April 30, 2023.
2. If the unit is not vacated on or before April 30, 2023, then starting May 1, 2023, 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 May 1, 2023.



April 18, 2023
Date Issued

Peter Nicholson
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 November 1, 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.