

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

**File Number:** TSL-20395  
TSL-14056

JO (the 'Landlord') applied for an order to terminate the tenancy and evict L. W. (the 'Tenant') because he, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person. The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlord also filed a request to re-open the Landlord's application because the Tenant did not comply with the terms of their mediated settlement dated June 5, 2008.

The applications were heard in Toronto on January 6, 2009.

The Landlord and the Tenant attended the hearing. The Landlord was assisted by M. D. Initially, the Tenant was not present at the hearing. He sent H. D., a relative by marriage, to request an adjournment. The Tenant claimed that he could not attend the hearing because his boss would fire him if he took a day off work. The Tenant also claimed that because of the Christmas holidays he could not find his witnesses. I denied the adjournment request because I did not believe that a reasonable employer would fire him for attending the hearing. Furthermore, there was no information on the nature of the evidence the alleged witnesses intended to provide. I delayed the hearing and gave the Tenant's representative a chance to contact the Tenant to see if he could attend the hearing later in the afternoon. The Tenant did attend. He stated in response to a direct question that he does not believe his boss will fire him for attending the hearing. With respect to the witnesses, the Tenant contended that one was a former Tenant who had had problems with the Landlord and would testify that the Landlord is not trustworthy. I declined to reverse my decision on the adjournment request because that Tenant had three weeks after the application to contact his witnesses, a week before Christmas and about two weeks after, and the purported evidence was neither relevant nor necessary to the issues to be decided. I concluded that the Tenant was simply trying to stall the proceedings.

**Determinations:**

1. By uttering threats of bodily harm against the Landlord and other tenants, the Tenant has seriously impaired the safety of other persons and this act or omission occurred in the residential complex. The Tenant was upset with the tenants in the upper unit of the complex, a couple with a young family, and the Landlord because the tenants complained about his smoking in his unit and the Landlord asked him to stop smoking in the unit. On the night of December 13, 2008, from about 10 p.m. to 2.30 a.m. in the morning of December 14, 2008, the Tenant, in an apparent state of intoxication, shouted and banged things in his basement unit and threatened to beat the Landlord and the tenants in the

unit above. The male tenant upstairs called the police, but decided not to press charges. The Tenant claimed that he was threatening two black guys who had beaten his friend and that his was not referring to the tenants, who are black. The Tenant's version of events is not credible. The Tenant conceded that he was upset about the smoking issue and that he mentioned the name of the Landlord a few times during the period in question. Furthermore, the black guys who allegedly beat the Tenant's friend were nowhere in sight, so it would not make sense for the Tenant to threaten them and rant about them for hours in their absence.

2. The Tenant did not pay to the Landlord \$1050.00 on or before October 1, 2008, and \$1050.00 on or before November 1, 2008. Since the Tenant did not comply with the terms of the mediated agreement, the Landlord's request to re-open the application is allowed.
3. The Tenant has not paid the total rent he was required to pay for the period from December 1, 2007 to January 31, 2009. Because of the arrears, the Landlord served a Notice of Termination effective May 19, 2008.
4. The Tenant paid \$6,400.00 after the application was filed.
5. 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. The Landlord and other tenants should not have to live in fear for an extended period.

**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 13, 2009.
2. The Tenant shall pay to the Landlord \$638.93\*, which represents the amount of rent owing and compensation up to January 8, 2009.
3. The Tenant shall also pay to the Landlord \$24.66 per day for compensation for the use of the unit from January 9, 2009 to the date he moves out of the unit.
4. The Tenant shall also pay to the Landlord \$150.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before January 13, 2009, he will start to owe interest. This will be simple interest calculated from January 14, 2009 at 4.00% annually on the balance outstanding.
6. The Landlord may file this order immediately with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 14, 2009. The Sheriff is requested to expedite the enforcement of this order.

**January 8, 2009**  
**Date Issued**

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Egya Sangmuah  
Member, Landlord and Tenant Board

Toronto South Region  
2nd Floor, 79 St. Clair Ave. E  
Toronto ON M4T 1M6

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 expires on July 14, 2009 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.

\* Refer to section A on the attached Summary of Calculation

**Schedule 1  
SUMMARY OF CALCULATIONS**

File Number: TSL-14056

**A. Amount the Tenant must pay if the tenancy is terminated:**

Reasons for amount owing	Period	Amount
Arrears: (up to the termination date in the Notice of Termination)	December 1, 2007 to May 19, 2008	\$1,268.49
Less the amount the Tenant paid to the Landlord		-\$6,400.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	May 20, 2008 to January 8, 2009	\$5,770.44
Amount owing to the Landlord on the order date: (total of previous boxes)		<b>\$638.93</b>
Additional costs the Tenant must pay to the Landlord:		\$150.00
Plus daily compensation owing for each day of occupation starting January 9, 2009:		\$24.66 (per day)
<b>Total the Tenant must pay the Landlord if the tenancy is terminated:</b>		<b>\$788.93, + \$24.66 per day starting January 9, 2009</b>