



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-071021-25

In the matter of: 5 ABERDEEN AVE
SMITHS FALLS ON K7A4N2

Between: Theresa Grimes Landlord

And

Howard Dickson Tenant

Theresa Grimes (the 'Landlord') applied for an order to terminate the tenancy and evict Howard Dickson (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Theresa Grimes (the 'Landlord') also applied for an order requiring Howard Dickson (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on December 4, 2025.

Only the Landlord's Legal Representative, Jessica Clement, attended the hearing.

As of 9:35 a.m., 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 based on the Tenant failing to comply with the order to comply from bylaw pursuant to the first N5 notice of termination. Therefore, the tenancy will be terminated on February 1, 2026.

2. The Tenant was in possession of the rental unit on the date the application was filed.

Preliminary Issue: Amending the Application

3. The Landlord filed the application based on a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (the 'Act'). However, I was satisfied that the Landlord's second N5 was procedurally defective.
4. Section 68 of the Act requires that a second N5 notice may be served if *new* conduct takes place more than seven days but less than six months after a first N5 was given to the tenant. In this case, portions of the Landlord's second N5 alleged the same conduct that was claimed in the first N5 notice, and thus do not meet the requirements of section 68. In addition, the second N5 alleged that the Tenant had caused undue damage to the unit by paying their rent late and by changing the locks without providing replacement keys to the Landlord. Paying rent late and changing locks cannot, in my view, be reasonably construed as constituting undue damage to the rental unit. As a result, I found that these portions of the Landlord's second N5 were defective and could not proceed.
5. Being satisfied that the Landlord's second N5 was procedurally defective, I raised the possibility of amending the Landlord's application to an L2 based on the Landlord's first N5 notice. In this case, the Landlord filed the application within 30 days of serving the first N5. After hearing from the Landlord, I was satisfied that an amendment would not cause prejudice to the Tenant. They were served with a copy of the N5 and a copy of the application, and I am satisfied that they would have known the case to meet. Therefore, I have amended the application to be on the basis of the first voidable N5 notice.

N5: Willful or Negligent Damage

6. On July 29, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination alleging that the Tenant or their guest or occupant willfully or negligently damaging the rental unit. The N5 notice alleged that an order to comply was issued against the property for excessive garbage and an unkempt yard.
7. The first N5 notice was served after the Landlord received a bylaw order to comply for excessive garbage on the property. The Landlord submitted the order to comply where the bylaw officer included pictures of the garbage and materials on the outside of the property. The Landlord testified that they were granted an extension to August 21, 2025 to remove the garbage from the property. The Landlord paid \$2,301.44 to have Bytown Haul remove the garbage from the property as the Tenant had not complied with the order to comply. The Landlord submitted the invoice into evidence.
8. The Tenant did not remove the garbage from the property within 7 days after receiving the N5 Notice. Therefore, I am satisfied that the Tenant did not void the first N5 notice in accordance with s.62(1) of the *Residential Tenancies Act, 2006* (the 'Act') as it relates to the claim for wilful or negligent damage caused by the excessive garbage on the property.

Section 83 Considerations:

9. The Tenant did not attend the hearing and thus I did not hear any evidence or submissions from them regarding their circumstances. The Landlord was not aware of any relevant section 83 considerations for the Tenant.
10. The Landlord's Legal Representative testified that since the property was cleaned on August 21, 2025, the Tenant has already accumulated more items on the property.
11. The Landlord sought for a delay in the eviction to February 1, 2026.
12. 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 not be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act until February 1, 2026.

Daily Compensation:

13. The Tenant was required to pay the Landlord \$4,438.00 in daily compensation for use and occupation of the rental unit for the period from August 27, 2025 to December 4, 2025. I find that the Tenant did not pay the daily compensation for this period.
14. Based on the monthly rent, the daily compensation is \$44.38. This amount is calculated as follows: \$1,350.00 x 12, divided by 365 days.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. There is no last month's rent deposit.

Compensation for Damages:

17. The Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
18. The Landlord has incurred reasonable costs of \$2,301.44 to repair the damage and comply with the bylaw order.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated.
2. The Tenant shall pay to the Landlord \$4,438.00, which represents compensation for the use of the unit from August 27, 2025 to December 4, 2025.
3. The Tenant shall pay to the Landlord \$2,301.44, which represents the reasonable costs of removing the excessive garbage on the property in compliance with the bylaw order.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.

5. The total amount the Tenant must pay the Landlord is \$6,925.44.
6. If the Tenant does not pay the Landlord the full amount owing on or before February 1, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 2, 2026 at 4.00% annually on the balance outstanding.
7. If the unit is not vacated on or before February 1, 2026, then starting February 2, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 February 2, 2026.

January 5, 2026
Date Issued

Allana McComb
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 August 2, 2026 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.