



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

Citation: Seto v Bailey, 2025 ONLTB 97574

Date: 2026-01-09

File Number: LTB-L-041279-25

In the matter of: Lower, 212 PARROTT DR
BELLEVILLE ON K8N4N9

Between: Ryan Seto Landlord

And

Jessica Bailey Tenants
Robert Collingridge

Ryan Seto (the 'Landlord') applied for an order to terminate the tenancy and evict Jessica Bailey and Robert Collingridge (the 'Tenants') because:

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

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

Ryan Seto (the 'Landlord') also applied for an order requiring Jessica Bailey and Robert Collingridge (the 'Tenants') 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 Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

This application was heard by videoconference on November 6, 2025. The Landlord and the Landlord's Legal Representative, Angela Smith, attended the hearing. As of 10:19 a.m., the Tenants were 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 the claim for compensation in the application. Therefore, compensation is awarded to the Landlord as detailed below.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The Tenants vacated the rental unit on August 15, 2025.

N5 Notice of Termination – Substantial Interference

4. On May 5, 2025, the Landlord gave the Tenants an N5 notice of termination, deemed served on May 10, 2025. The notice of termination contained allegations constituting substantial interference with the enjoyment of the unit including concerns with the cleanliness of the unit, urine smell/staining from dogs, accumulation of garbage, and failure to prepare for pest control.
5. The Tenants did not stop the conduct or activity within seven days (May 11-17, 2025) after receiving the N5 notice of termination. Therefore, the Tenants did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
6. On the initial L2 Application dated May 21, 2025, the Landlord did not claim any out-of-pocket expenses in relation to the alleged substantial interference.
7. The Landlord filed and served an amended L2 Application on October 29, 2025, claiming \$6,642.20 in out-of-pocket expenses in relation to the alleged substantial interference. I accepted this amendment.
8. The Landlord provided an additional invoice for cleaning services, dated November 4, 2025. As this invoice was not served on the Tenants in accordance with the Rules, I did not consider this invoice.
9. The expenses claimed were as follows:

Date	Expense	Amount
August 19, 2025	Scheerhoorn Construction – Junk removal, dump runs	\$4,435.59
October 21, 2025	Oh! That's Clean – Deep Cleaning	\$969.26
October 23, 2025	Oh! That's Clean – Deep Cleaning	\$412.45
October 29, 2025	Oh! That's Clean – Deep Cleaning	\$824.90
TOTAL		\$6,642.20

10. The Landlord testified that:

- a) On April 6, 2025, he undertook an inspection of the rental unit and observed the issues that comprised the allegations made in the N5 Notice;
 - b) The Tenants did not undertake any clean-up of the unit during the voiding period;
 - c) Upon the Tenants vacating the rental unit on August 15, 2025, the Landlord observed significant garbage, feces and pests in the rental unit. Photographs of the condition of the unit were submitted into evidence;
 - d) Special cleaning measures were required to be undertaken due to the extreme state of the unit. These measures included the hiring of a construction/renovation company to remove the masses of garbage and debris from the rental unit, as well as a specialized deep cleaning company; and
 - e) The rental unit was newly refurbished before the Tenants took possession.
11. Based on the uncontested evidence before the Board, and on a balance of probabilities, I am satisfied that the Tenants substantially interfered with a lawful right, privilege or interest of the Landlord by failing to maintain their unit in a reasonable state of cleanliness. I am also satisfied that the amounts claimed by the Landlord as out-of-pocket expenses in relation to the substantial interference allegations are reasonable given the evidence produced at the hearing. The Tenants are ordered to reimburse the Landlord \$6,642.20.

N5 Notice of Termination - Wilful or Negligent Damage

12. The notice of termination given to the Tenants on May 5, 2025, deemed served on May 10, 2025 also contains allegations that the Tenants willfully or negligently caused damages to wood floors and millwork in the rental unit.
13. The Landlord amended the L2 Application to remove this claim. As such, this allegation is dismissed.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of August 15, 2025.
2. The Tenants shall pay to the Landlord \$6,642.20, which represents the reasonable out-of-pocket expenses incurred by the Landlord.
3. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. If the Tenants do not pay the Landlord the full amount owing on or before January 20, 2026, the Tenants will start to owe interest. This will be simple interest calculated from January 21, 2026 at 4.00% annually on the balance outstanding.

January 9, 2026
Date Issued

Curtis Smith
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.