



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

File Number: LTB-L-062841-25

In the matter of: 204, 810 CAPULET LANE
LONDON ON N6H0G9

Between: DREWLO HOLDINGS INC. Landlord

And

GREGORY JACQUES Tenant

DREWLO HOLDINGS INC. (the 'Landlord') applied for an order to terminate the tenancy and evict GREGORY JACQUES (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes. (L1 Application)
- 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 (L2 Application)

This application was heard by videoconference on December 17, 2025.

Only the Landlord's Legal Representative, Susan Pelton, the Landlord's agent, Lacey Czirjak, attended the hearing.

As of 10:03 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:

L1 Application:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,422.58. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$46.77. This amount is calculated as follows: \$1,422.58 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to December 31, 2025, are \$8,535.48.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,431.11 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$34.41 is owing to the Tenant for the period from January 1, 2025, to December 17, 2025.
10. The Landlord also sought a \$75.00 NSF charge. However, the Landlord did not provide evidence to establish that this amount was incurred as a returned cheque charge. This claim is denied.

L2 Application:

11. The Landlord also applied for an order to terminate the tenancy 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.

Substantial interference

12. On June 24, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice includes an allegation that hydro service was disconnected for nonpayment by the hydro provider, Wyse Meter, and that the Tenant then connected an extension cord to an outlet in the common hallway and ran it through the doorway into the rental unit. The Landlord alleges that this conduct breached the tenancy agreement and substantially interfered with the reasonable enjoyment, or lawful rights, privileges, or interests of the Landlord or another tenant.
13. Ms Czirjak, the Landlord's property manager, testified that under the tenancy agreement the Tenant is responsible for paying hydro and must set up and maintain an electricity account in the Tenant's own name. She testified that the Tenant's hydro service was disconnected on June 18, 2025, and that, on June 20, 2025, the Tenant ran an extension cord from the hallway into the rental unit to obtain electricity without the Landlord's permission. She referred to photographs showing an extension cord plugged into the hallway outlet and the Tenant's unit number visible on the door.
14. Ms Czirjak testified that the hydro provider sent a notice to the Landlord and that, as of the time of her testimony, the hydro had not been reconnected.

15. Ms Czirjak further stated that the Landlord's concerns relate to fire safety and building safety, including the risk created by an extension cord in a common hallway and the need to keep hallways clear of tripping hazards in the event of an emergency. She also stated that the situation affected other residents' reasonable enjoyment, including concerns about odours if food spoiled in the Tenant's refrigerator during periods when the Tenant was absent, and power was not properly maintained.
16. Based on the Landlord's uncontested evidence, I find, on a balance of probabilities, that the hydro service to the rental unit was disconnected due to the Tenant's failure to maintain hydro payments, and that the Tenant then used an extension cord in the common area to supply electricity to the unit. I find that this created a tripping hazard and substantially interfered with the reasonable enjoyment, or the lawful rights, privileges, or interests of the Landlord or another tenant.
17. I also find that the Tenant did not void the N5 notice in accordance with subsection 64(3) of the *Residential Tenancies Act, 2006* (the 'Act'). The Landlord's uncontested evidence indicates that the hydro service remained disconnected during the seven-day voiding period.

Relief from eviction:

18. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Landlord was not aware of any circumstances that support granting relief from eviction. As noted, the Tenant did not attend the hearing of this matter and thus I did not have the opportunity to hear the evidence regarding the Tenant's circumstances or to dispute the Landlord's application for an eviction order.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before January 16, 2026.
2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application. The amount of the rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant.
3. As of the date of the hearing, the Tenant owes the Landlord \$6,628.47. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlord compensation of \$46.77 per day for the use of the unit starting December 18, 2025 to the date the Tenant moves out of the unit.
5. If the Tenant does not pay the Landlord the full amount owing on or before January 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 17, 2026 at 4.00% annually on the balance outstanding.

6. If the unit is not vacated on or before January 16, 2026, then starting January 17, 2026, the Landlord may file this order 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 17, 2026.

January 5, 2026

Date Issued

Joy Xiao

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 17, 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To December 17, 2025	\$7,907.99
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	-\$1,431.11
Less the amount of the interest on the last month's rent deposit	-\$34.41
Total amount owing to the Landlord	\$6,628.47
Plus daily compensation owing for each day of occupation starting December 18, 2025	\$46.77 (per day)