



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Holt v Chartrand, 2026 ONLTB 2085

Date: 2026-01-05

File Number: LTB-L-036551-25

In the matter of: 1, 40 LOYER ST
VANIER ON K1L5V8

Between: Marissa Holt Landlords
Kathleen Holt

And

Alexandre Chartrand Tenant

Marissa Holt and Kathleen Holt (the 'Landlords') applied for an order to terminate the tenancy and evict Alexandre Chartrand (the 'Tenant') 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 Landlords or another tenant;
- 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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises;
- the Tenant has been persistently late in paying the Tenant's rent.
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the building has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord in a building that has three or fewer residential units and the Landlord resides in the building.

The Landlords also applied for an order requiring the Tenant to pay the Landlords' reasonable out-of-pocket costs the Landlords 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 August 28, 2025.

Only the Landlord Marissa Holt attended the hearing, representing both Landlords.

As of 9:59 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 Landlords' evidence.

Determinations:

1. On April 19, 2025, the Landlords gave the Tenant a second N5 notice of termination, containing allegations that the Tenant has substantially interfered with the Landlords' reasonable enjoyment of the residential complex and caused wilful or negligent damage to their rental unit (the 'Second N5').
2. However, the Landlords did not provide the Board with a copy of a prior N5 notice served within the six months preceding the service of the Second N5. Therefore, I could not assess the validity of the Second N5 Notice and informed the Landlords that the Board does not have jurisdiction, per section 68 of the *Residential Tenancies Act, 2006* (the 'Act'), to terminate the Tenant's tenancy pursuant to the Second N5.
3. On April 19, 2025, the Landlords gave the Tenant an N8 notice of termination (the 'N8 Notice'). The N8 Notice alleges that the Tenant has been persistently late in paying his rent.
4. However, the termination date listed on the N8 Notice is June 18, 2025. This is not the final day of a rental period, a requirement of a notice served under section 58 of the Act. Therefore, the N8 Notice served by the Landlords is invalid.
5. Having found that the Second N5 and the N8 Notice both could not serve the basis of the Landlords' application to terminate the tenancy, I proceeded to hear the Landlords' evidence with respect to the allegations listed on the N7 notice of termination they served on the Tenants on April 19, 2025 (the 'N7 Notice').
6. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy is terminated and the Tenant must pay the Landlords \$6,090.83 pursuant to the reasons below.
7. The Tenant was in possession of the rental unit on the date the application was filed. The Landlords informed me that the Tenant was in the process of vacating the rental unit but that this process was still underway during the hearing. Therefore, I continued to hear evidence regarding both the application to terminate the tenancy as well as the claims for compensation under section 89 of the Act.
8. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.

The N7 Notice of Termination

10. On April 19, 2025, the Landlords gave the Tenant the N7 Notice, which contains the following allegations:

- The Tenant has substantially interfered with the reasonable enjoyment of the Landlord in a building that has three or fewer residential units and the Landlord resides in on the following occasions:
 - On February 24, April 14, and April 18, 2025, the Tenant engaged in loud arguments in the rental unit that disturbed residents of the rental complex – including the Landlords – between midnight and 4:00 a.m.
 - On January 16, 2025, a domestic dispute within the rental unit generated significant levels of yelling, banging, and death threats that disturbed other residents of the residential complex, including the Landlords.
 - On March 8, 2025, the Tenant's girlfriend attended the Landlords' unit at 10:30 p.m., seeking assistance due to a domestic dispute with the Tenants. Police were called and attended the residential complex.
 - A persistent smell of cat urine originating in the Tenant's rental unit interfered with the Landlords' reasonable enjoyment of the residential complex and the Landlords asked the Tenant to address the issue on February 24, 2025; March 26, 2025; April 5, 2025; April 13, 2025.
- The Tenant (or a person permitted into the residential complex by the Tenant) wilfully caused undue damage to the rental unit by damaging the walls of the rental unit on January 16, 2025.

11. I am satisfied, based on the testimony of Marissa Holt at the hearing and the other evidence presented at the hearing, that the allegations in the N7 Notice have been proven on a balance of probabilities. Ms. Holt confirmed at the hearing that she is a direct witness to the events alleged in the N7 Notice. I found her testimony about the events to be reliable and highly credible – she had detailed knowledge of the incidents specified in the N7 Notice and was consistent in her accounting of the incidents. Many of her observations are corroborated by contemporaneous communication between the Landlords and the Tenants.

12. Ms. Holt testified that the Landlords live in one of three units in the residential complex and the Tenant resides in Unit 1.

The January 16 Incident

13. Ms. Holt testified that on January 16, 2025, she heard a loud argument in the Tenant's rental unit between the Tenant and his girlfriend, Chelsea. Ms. Holt described loud yelling, banging, and the shouting of death threats. She testified that she attended the rental unit's door to check that everyone was alright and that, one hour later, Chelsea attended the Landlords' unit to apologize for the disturbance and to inform the Landlords that the altercation resulted in holes in the rental unit's walls that would need repair.

14. The Landlords provided an email they sent to the Tenant on January 21, 2025, giving the Tenant notice of their upcoming entry into the rental unit to assess the damage caused during the January 16 incident. Ms. Holt testified that her wife – Kathleen Holt, the other Landlord – inspected the rental unit the next day and found holes in the drywall of the rental unit.

The March 8 Incident

15. Ms. Holt testified that late at night on March 8, 2025, the Tenant's girlfriend – an occasional occupant of the rental unit – banged on the Landlords' door and yelled, asking the Landlords to call the police due to a domestic dispute. Ms. Holt testified that the Landlords called the police, but that the Tenant's girlfriend ran away from the residential complex before they arrived.

The Odour Issue

16. Ms. Holt testified that there was a persistent issue of odours – including cat urine, incense, smoke, and other smells – originating from the Tenant's rental unit and that the Landlords had communicated with the Tenant about this issue (and its interference with the Landlord's enjoyment of the residential complex) on several occasions.
17. The Landlords provided copies of emails sent to the Tenant regarding the issue of smells emanating from the rental unit on the following dates:
- January 5, 2025
 - January 11, 2025
 - April 5, 2025
 - April 13, 2025
18. Also, after the N7 Notice was served, further emails were sent by the Landlord's with respect to this issue on the following dates:
- May 4, 2025
 - May 7, 2025
 - May 11, 2025
 - June 11, 2025

Other Noise Incidents

19. Ms. Holt testified that the Landlords received complaints from tenants in other units regarding overnight noise incidents on the following dates:
- February 24, 2025
 - April 14, 2025
 - April 18, 2025
20. Per Ms. Holt's testimony, the other tenants complained of being woken up by noise of arguments originating in the Tenant's rental unit between the hours of 1:00 a.m. and 3:00 a.m. on these occasions.

Compensation for Damage

21. The Landlords filed an amended L2 application on August 18, 2025. In the amended application (which was served on the Tenants via email on August 21, 2025), the Landlords seek an increased amount of \$5,904.83. I accepted the Landlords request to amend their section 89 claim, as I am satisfied they made the Tenant aware of the amount being sought and that they served the evidence relied on in support of this claim in accordance with Rule 19 of the LTB Rules of Procedure.
22. The Landlords also applied for compensation under section 89 of the Act based on damage the Tenant wilfully or negligently caused to the rental unit. On the L2 Application, the Landlords claimed the following amounts of damages:
- \$529.11 – Cost of various repairs to the rental unit, including drywall repair related to damage caused by the Tenant on March 8, 2025.
 - \$4,317.73 – Cost of repairing rental unit door after damage caused by the Tenant or occupant on April 29, 2025.
 - \$1,057.99 – The estimate cost of professional cleaning to remediate the persistent odour issue in the rental unit.
23. I am satisfied, on a balance of probabilities, that 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.
24. The Landlords filed several photographs of the state of the rental unit as of August 18, 2025, when they conducted an inspection of the rental unit.
25. These photographs show several large holes in the drywall throughout the rental unit. The condition of the rental unit's front door is visible in the photographs: the exterior face of the door is heavily dented and appears to have been punched and kicked with excessive force. The door appears to be split down the middle as a result of these impacts and the locking mechanism appears to have been dislodged.
26. In a follow-up email to the Tenant after the inspection, the Landlords stated that the unit had "a strong odor of cat urine" that "was so overwhelming that it made it difficult for [the Landlords] to breathe while inside the unit".
27. Ms. Holt testified that this email (and the attached photographs) accurately represented the condition of the rental unit as of the date of the hearing and that none of the damage shown was present in the unit before the Tenant took possession. I found her testimony credible on this point. It is consistent with the documented communication between the Landlords and the Tenant about the condition of the rental unit and the persistent odour issue throughout the tenancy presented at the hearing.
28. I am satisfied that the Landlords have incurred or will incur reasonable costs of \$5,904.83 to repair the damage to the rental units wilfully or negligently caused by the Tenant, another occupant, or a person whom the Tenant permitted in the residential complex. The

damages are above and beyond normal “wear and tear” and the Landlords should be compensated for the expense of repairing this damage.

29. In support of the amount claimed, the Landlords submitted estimated material costs based on Home Depot and Sherwin Williams, an estimate from their contractor – Keith Brown – for the replacement of the damaged unit door, and a quote from Miraculous Maids – a cleaning company – regarding the cost of remediating the odour issue in the rental unit. I am satisfied these documents reflect reasonable costs the Landlords will incur in repairing the damage claimed.

Relief from Eviction

30. 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.

31. The Tenant did not attend the hearing to speak to his circumstances.

32. The Landlords' evidence demonstrates that they have attempted to resolve the issues with the Tenant without success and that the issues caused by the Tenant have had a significant impact on both other tenants and their own reasonable enjoyment of the residential complex. In the absence of compelling evidence of circumstances justifying relief, it would be unfair to grant relief in these circumstances.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before January 16, 2026.
2. If the unit is not vacated on or before January 16, 2026, then starting January 17, 2026, the Landlords 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 Landlords on or after January 17, 2026. The Sheriff is requested to expedite the enforcement of this order.
4. The Tenant shall pay to the Landlords \$5,904.83, which represents the reasonable costs of repairing the damage to the rental unit.
5. The Tenant shall also pay to the Landlords \$186.00 for the cost of filing the application.
6. The total amount the Tenant must pay the Landlords is \$6,090.83.

7. If the Tenant does not pay the Landlords 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.

January 5, 2025

Date Issued

Jeremy Henderson

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 June 16, 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.