



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

File Number: LTB-L-062290-25

In the matter of: Apt 505, 26 AINSLIE ST S
CAMBRIDGE ON N1R3K1

Between: Heartwood Place Landlord

And

Michel Archambault Tenant

Heartwood Place (the 'Landlord') applied for an order to terminate the tenancy and evict Michel Archambault (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)
- 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. (L2 Application)

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

Only the Landlord's agent, Mary Ellen Plaenk, attended the hearing.

As of 9:18 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 \$590.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$19.40. This amount is calculated as follows: \$590.00 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 \$4,720.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

L2 Application:

Substantial interference

9. On June 24, 2025, the Landlord served the Tenant with an N5 notice of termination. The notice states that on April 15, 2025, the Landlord inspected the rental unit and found that the Tenant had damaged the toilet lid, two maple cupboard doors, and the bathroom door, had made holes in the bathroom walls, that two closet doors were missing from the bedroom, and that the bathroom walls had been repainted without the Landlord's permission. The Landlord selected Reason 1 on the N5 notice, but did not indicate whether the notice was a first voidable notice or a second non voidable notice under that reason.
10. Section 43 subsection 2 of the *Residential Tenancies Act, 2006* (the 'Act') requires a landlord's notice to set out the reasons and details for termination so that the tenant is properly informed. The Divisional Court in *Ball v. Metro Capital Property, 2002 O J No 5931*, confirms that a notice alleging misconduct must provide sufficient particulars, including dates, times, and comprehensive descriptions of the conduct, so that the tenant knows the case to meet, can decide whether to dispute the allegations before the Board, or can correct the conduct within seven days and thereby void the notice.
11. In this case, the failure to indicate whether the N5 was voidable or non voidable would cause confusion for a reasonable tenant and would prevent that tenant from clearly understanding the case to meet. This deficiency renders the particulars and reasons for termination incorrect and the notice does not meet the requirements in *Ball v. Metro Capital Property* and section 43 subsection 2 of the Act. I therefore dismiss the substantial interference component of the N5 notice.

Wilful or Negligent Damage

12. The N5 notice states that the behaviour described above caused an estimated damage of \$1,395.22.
13. The Landlord's agent testified that on April 15, 2025, she inspected the rental unit and discovered the damages. After service of the first N5, the Tenant did not repair the damage or pay the cost of repair. She further testified that additional damage occurred in October and November 2025. On November 10, 2025, she inspected the unit again and

found further damage, including missing kitchen cabinet doors, a stove with missing glass on the oven door, new holes in the bedroom and other interior walls, damage to the bathroom floor, and a smoke detector that had been removed. Photographs from the inspections on April 15, 2025, and November 10, 2025, were submitted.

14. Based on the Landlord's uncontested evidence, I find, on a balance of probabilities, that 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 did not repair the damage, pay the Landlord the reasonable costs to repair the damage or make arrangements satisfactory to the Landlord within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with section 62(3) of the Act.

Compensation for damage:

15. Based on the Landlord's uncontested evidence, I am also satisfied on a balance of probabilities that the Landlord has incurred or will incur \$1,395.22, which is the reasonable cost of repairing or replacing the damaged property.

Relief from eviction

16. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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 20, 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.
3. As of the date of the hearing, the Tenant owes the Landlord \$4,645.80. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall pay to the Landlord \$1,395.22, which represents the reasonable costs of repairing the damage and replacing the damaged property.
5. The Tenant shall also pay the Landlord compensation of \$19.40 per day for the use of the unit starting December 18, 2025, to the date the Tenant moves out of the unit.
6. If the Tenant does not pay the Landlord the full amount owing on or before January 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 21, 2026, at 4.00% annually on the balance outstanding.

7. If the unit is not vacated on or before January 20, 2026, then starting January 21, 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 January 21, 2026.

January 9, 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 21, 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	\$4,459.80
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$4,645.80
Plus daily compensation owing for each day of occupation starting December 18, 2025	\$19.40 (per day)