



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

File Number: LTB-L-053086-25

In the matter of: 406, 4422 HURON ST
NIAGARA FALLS ON L2E7C8

Between: Huron Niagara Properties Landlord

And

Zachery Allen Tenant

Huron Niagara Properties (the 'Landlord') applied for an order to terminate the tenancy and evict Zachery Allen (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 Landlord 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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Huron Niagara Properties (the 'Landlord') applied for an order requiring Zachery Allen (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 October 16, 2025.

Only the Landlord's Legal Representative Allistar Trent attended the hearing.

As of 10:13 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 and the claim for compensation in the application.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. N5 Notice of Termination- Substantial interference

On June 19, 2025, the Landlord gave the Tenant an N5 notice of termination, which was deemed served on June 19, 2025. The notice of termination contains the following allegations:

- The Landlord's Agent Frederick Keats testified that on June 14, 2025, he attended the residential complex at approximately 9:00 a.m. after receiving several phone calls from Niagara Regional Police requesting access to the Tenants rental unit.
 - Niagara Police advised Mr. Keats they had been called by the Tenant himself who was in the rental unit and he alleges that somebody was attempting to kill him
 - It was discovered upon opening the door, that the Tenant barricade the door. Police had to break the entry door as well as the second bedroom.
 - Upon entering the second bedroom Police discovered the Tenant.
 - Mr. Keats stated this is a daily issue with the Tenant about barricading himself in the rental unit.
4. The Tenant stopped the conduct or activity or corrected the omission within seven days after receiving the N5 notice of termination. In this case, there was no evidence presented to suggest that the Tenant continued the behaviour of barricading himself in the rental unit or engaging in similar disruptive conduct during the seven-day voiding period. Therefore, the Tenant voided the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

5. Wilful or Negligent Damage

On June 19, 2025, the Landlord gave the Tenant an N5 notice of termination, which was deemed served on June 19, 2025. The notice of termination contains the following allegations:

- On or about June 19, 2025, Niagara Police broke the entry door to gain access to the Tenant who barricade himself in the rental unit.
6. 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 *Residential Tenancies Act, 2006* (Act).
 7. Daily compensation, NSF charges, rent deposit

The Tenant was required to pay the Landlord \$5,176.71 in daily compensation for use and occupation of the rental unit for the period from August 1, 2025 to October 16, 2025.

8. Based on the monthly rent, the daily compensation is \$67.23. This amount is calculated as follows: \$2,045.00 x 12, divided by 365 days.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$2,045.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$66.25 is owing to the Tenant for the period from July 1, 2024, to October 16, 2025. Less any amounts paid by the Tenant.
11. Compensation for damages

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.

12. The Landlord has incurred reasonable costs of \$1,921.00 to repair the damage and replace property that was damaged and cannot be repaired.
13. The Landlord has proven that the Tenant, another occupant of the rental unit, or a person whom the Tenant permitted in the residential complex, willfully or negligently caused undue damage to the rental unit or residential complex. On June 14, 2025, the Tenant called the police, barricaded himself in the rental unit, and failed to respond to the officers. As a result, the police were compelled to forcibly enter by breaking down the door, causing significant damage.
14. Negligence, in this case, refers to the Tenant's failure to exercise reasonable care after initiating contact with law enforcement. By calling the police and then refusing to cooperate or open the door, the Tenant created circumstances that made property damage foreseeable and preventable had he acted responsibly. A reasonable person in similar circumstances would have complied with police instructions to avoid unnecessary harm to the property. The Tenant's omission—his refusal to open the door—constitutes negligent conduct because it directly led to the damage that occurred.

15. Relief from eviction

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.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before January 18, 2026.

2. If the unit is not vacated on or before January 18, 2026, then starting January 19, 2026, the Landlord 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 Landlord on or after January 19, 2026.
4. The Tenant shall pay to the Landlord \$5,176.71, which represents compensation for the use of the unit from August 1, 2025 to October 16, 2025.
5. The Tenant shall also pay the Landlord compensation of \$67.23 per day for the use of the unit starting October 17, 2025 until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$1,921.00, which represents the reasonable costs of repairing the damage and replacing the damaged property.
7. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
8. The total amount the Tenant must pay the Landlord is \$5,172.46. Less any amounts paid by the Tenant.
9. If the Tenant does not pay the Landlord the full amount owing on or before January 18, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 19, 2026, at 4.00% annually on the balance outstanding.

January 7, 2026
Date Issued

Anthony Bruno
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 19, 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.