



**Order under Section 69 / 88.1 / 88.2 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-062461-25

In the matter of: main floor (upper), 841 LANGLOIS AVE
WINDSOR ON N9A2G9

Between: Felicia Bleary Landlord

And

Colin Kilroy Tenant
Abigail Hargraves

Felicia Bleary (the 'Landlord') applied for an order to terminate the tenancy and evict Colin Kilroy and Abigail Hargraves (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 or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex involving the production of an illegal drug, the trafficking in an illegal drug or the possession of an illegal drug for the purposes of trafficking;
- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex.

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

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

The Landlord also applied for an order requiring 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.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-

of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

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

Only the Landlord attended the hearing.

As of 10:27 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. Therefore, the tenancy is terminated on January 16, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

Substantial interference

3. On June 30, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on July 5, 2025. The notice of termination contains the following allegations: the Tenant substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.
4. At the hearing, the Landlord testified that upper-level residents made multiple complaints about disturbances caused by the Tenant and her friends, including yelling, banging on doors, and fights late at night. The Landlord identified specific dates and times of complaints, namely May 15, 2025, at 9:04 p.m., May 17, 2025, at 9:31 a.m., and June 19, 2025, at 6:15 p.m. The Landlord testified that the residents sent emails detailing these incidents and that the police were called. The police attended the rental property on each occasion. The Landlord further testified that complaints about the Tenant and her friends continued between July 6, 2025, and July 12, 2025. Copies of complaint emails and text messages from upper-level tenants were filed as evidence.
5. On the uncontested record, I am satisfied on a balance of probabilities that the Tenant, another occupant of the unit, or a person the Tenant permitted into the residential complex substantially interfered with the reasonable enjoyment or the lawful rights, privileges, or interests of the Landlord or another tenant. I also find that the Tenant did not void the N5 notice by stopping the conduct within seven days of deemed service, as required by section 64 subsection 3 of the *Residential Tenancies Act, 2006* (the 'Act').

N6 Notice of Termination

Illegal Drugs

6. On July 13, 2025, the Landlord served the Tenant with an N6 notice of termination by mail, deemed served on July 18, 2025. The notice alleges that the Tenant or an occupant committed an illegal act involving the production, trafficking, or possession for the purpose of trafficking of an illegal drug in the rental unit.
7. At the hearing, the Landlord testified that on July 4, 2025, she received a complaint from a resident on the same street alleging that the female tenant was involved in drug trafficking. Only the Landlord attended the hearing. She stated that her knowledge came from residents, but she had no direct knowledge. She did not file police reports, photographs, texts, emails, or any other documents, and she did not call any witnesses to testify. She further confirmed that she resides in a different area and did not attend at the rental unit on July 4, 2025.
8. In the absence of direct or reliable corroborative evidence, I am not satisfied on a balance of probabilities that the Tenant or an occupant committed an illegal act involving trafficking in an illegal drug at the residential complex. This portion of the application is dismissed.

N7 Notice of Termination*Serious Impairment of Safety*

9. On June 30, 2025, the Landlord served the Tenant with an N7 notice of termination by mail. Service is deemed to have occurred on July 5, 2025. The notice alleges that on May 15, 2025, at 3:20 p.m., the male Tenant was detained in relation to an assault on the property.
10. At the hearing, the Landlord stated that the male Tenant was arrested on May 15, 2025, for an assault on the property and filed a copy of a court document. The Landlord did not provide direct evidence of the incident. No witnesses were called, and no video, photographs, police occurrence reports, or other corroborating materials were submitted. Although hearsay is admissible under section 15 subsection 1 of the Statutory Powers Procedure Act, the Board must determine the weight to be given to such evidence. In this case, the Landlord did not attend at the rental property at the time of the incident and had no direct knowledge. No further particulars of the alleged assault were provided. In the absence of reliable corroboration, I assign no weight to the court appearance notice alone. I am not satisfied on a balance of probabilities that the Tenant or another occupant seriously impaired the safety of any person by assaulting another resident. This portion of the application is dismissed.

Daily compensation, NSF charges, rent deposit:

11. The Tenant was required to pay the Landlord \$6,035.85 in daily compensation for use and occupation of the rental unit for the period from July 18, 2025, to December 17, 2025
12. Based on the monthly rent, the daily compensation is \$39.45. This amount is calculated as follows: \$1,200.00 x 12, divided by 365 days.

13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$1,200.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$21.45 is owing to the Tenant for the period from April 1, 2025, to December 17, 2025.
15. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Compensation for unpaid utilities

16. The Landlord alleges that the Tenant failed to pay heat, electricity, and water charges for which the Tenant was responsible under the tenancy agreement and states that the Tenant maintains utility accounts in his own name.
17. The Landlord brings this claim under section 88.2 of the Act, which permits an order only for reasonable out of pocket expenses that the landlord has incurred or will incur as a result of a tenant's failure to pay utility costs required under the tenancy agreement.
18. The Landlord testified that a utility provider advised of an outstanding balance of \$520.00 on the Tenant's account. No bills, notices of arrears, or other records were submitted at the hearing. The Landlord also confirmed that she has not paid any portion of the alleged arrears, has not received any demand directed to her, and has not made arrangements to pay. On this record, there is no evidence that the Landlord has incurred any out-of-pocket expense or will incur one as required by section 88.2. The claim for unpaid utilities is dismissed.

Compensation for damages

19. The Landlord claims \$1,251.41 to repair broken window glass and locks. The Landlord relies on a text message received on July 1, 2025, from an upstairs resident stating that the front window was smashed, and that the sender did not know what had happened, together with photographs of the broken window. There is no direct evidence identifying the Tenant, another occupant, or a person permitted by the Tenant as the cause of the damage, and no witness with firsthand knowledge was called.
20. The Landlord also asserted that the locks were damaged by the Tenant but submitted no supporting evidence describing how or when the locks were damaged and filed no invoices for repair or replacement. On a balance of probabilities, I am not satisfied that the Tenant, another occupant, or a person the Tenant permitted wilfully or negligently caused damage to the window or the locks. Those claims are dismissed.

Compensation for substantial interference

21. The Landlord claims that the Tenant, another occupant, or a person the Tenant permitted substantially interfered with the reasonable enjoyment of the residential complex or with the lawful rights, privileges, or interests of the Landlord. The Landlord seeks \$100.00 for expenses said to have been caused by these disturbances and asserts that another tenant

left the premises on several occasions because of the disturbances. Section 88.1 of the Act permits the Board to order a tenant to pay reasonable out of pocket expenses that a landlord has incurred or will incur as a result of a tenant's conduct that substantially interfered with reasonable enjoyment or with lawful rights. In this case, there is no reliable proof that any specific expense was incurred or will be incurred as a result of the alleged interference. In these circumstances, the statutory requirements of section 88.1 are not met. This portion of the application is dismissed.

Relief from eviction

22. 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.

23. The Landlord testified that the Tenant's conduct has significantly affected other residents, that nightly complaints are received, and that an upstairs tenant has threatened to move out because of the behaviour of the Tenant and associates. The Landlord further testified that these issues have persisted since early 2025 and that additional complaints were received on or about December 6, 2025, concerning yelling and loud noise. Given the repeated and serious nature of the conduct and the absence of any indication that the Tenant is willing or able to comply with a conditional order, I decline to grant relief on a conditional basis. The Tenant did not attend the hearing to offer an explanation or any assurance of future compliance, and the Landlord identified no mitigating personal circumstances that would justify denying or delaying eviction.

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 16, 2026.
2. 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.
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 17, 2026.
4. The Tenant shall pay to the Landlord \$6,035.85, which represents compensation for the use of the unit from July 18, 2025, to December 17, 2025. Any payments made by the Tenant to the Landlord for this period shall be deducted from the amount owing.
5. The Tenant shall also pay the Landlord compensation of \$39.45 per day for the use of the unit starting December 18, 2025, until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes \$1,221.45 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.

8. 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.

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.