



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

File Number: LTB-L-062004-25

In the matter of: 705, 720 BRUCE AVE
SUDBURY ON P3C5C4

Between: Greater Sudbury Housing Corporation Landlord

And

Jamie Pilon Tenant

Greater Sudbury Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Jamie Pilon (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.

Greater Sudbury Housing Corporation (the 'Landlord') also applied for an order requiring Jamie Pilon (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 30, 2025.

Only the Landlord's Agent, Melissa Chicoine, attended the hearing.

As of 11:47 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, and the Tenant must pay the Landlord \$1,150.00, inclusive of the cost of filing the application.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On June 27, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served that same day. The notice of termination contains the following allegations:
 - On January 7, 2025, the Landlord sent a noise complaint letter to the Tenant after receiving a complaint on December 11, 2024 of loud music and multiple persons seen entering and exiting the rental unit at 5:00 a.m.
 - April 24, 2025, the Landlord sent a final warning letter regarding a serious disturbance that occurred at the unit on April 18, 2025. A Security Incident Report and video surveillance showed a physical altercation with a possible firearm that left one person visibly injured and bleeding. Multiple persons were also seen entering and exiting the unit throughout the night. The Tenant was also reminded that they are responsible for their guests' actions while at the residential complex.
 - On June 15, 2025, the Landlord was made aware that between 12:00 a.m. and 8:00 a.m., over 75 individuals were seen on video surveillance entering and exiting the unit and causing disruption to the other tenants. At 7:44 a.m., a physical altercation also occurred in the elevator between two females, each seen leaving the Tenant's unit separately, that then spilled out onto the 4th floor.
4. I acknowledge it would be prejudicial to a tenant if the allegations in a first N5 notice were without any foundation and made simply for the purpose of allowing a landlord to serve a second, non-voidable notice pursuant to section 68 of the *Residential Tenancies Act, 2006* (the 'Act'). I am satisfied that is not the case in the matter before me.
5. The Landlord's Agent testified regarding the allegations contained in the first N5 notice, providing further details of the severity of the altercations that occurred on April 18 and June 15, 2025, and the volume of people seen entering and leaving the Tenant's unit in the early hours of the morning. Therefore, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the Act.
6. On July 24, 2025, the Landlord gave the Tenant a second N5 notice of termination deemed served that same day. The notice of termination contains the following allegations with respect to the Tenant's or the behaviour of someone visiting or living with them wilfully or negligently damaging the rental unit or residential complex and substantially interfering with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant:
 - On July 7, 2025, the Landlord received a Security Incident Report stating that a female guest of the Tenant was seen loitering in the residential complex on July 6, 2025, knocking on other unit doors, then writing graffiti on another tenant's unit door, the 11th floor east stairwell wall, and the elevator rear wall before returning to

the Tenant's unit. A charge of \$58.00 was added to the Tenant's account on July 8, 2025 for graffiti removal by maintenance staff.

- On July 7, 2025, the Landlord also charged the Tenant \$906.00 for the repair and painting of the Tenant's bedroom and bathroom doors. The Landlord had discovered the damage on January 16, 2025.
- On July 15, 2025, the Landlord received a Maintenance Emergency Report Form stating that Landlord staff saw the Tenant damaging the rental unit window while trying to install an air conditioner and discarding pieces down to the parking lot below. A second report was then received on July 16, 2025, stating that Landlord staff were outside the building the day prior and saw the air conditioning unit fall from the rental unit window to the ground near them.

7. Though the Tenant's account was charged on July 7, 2025 for damages done to the rental unit, the Landlord had originally discovered the damage on January 16, 2025, prior to the first N5 notice being served. Per subsection 68(1)(b) of the Act, a landlord may give a second notice of termination if more than seven days but less than six months after the first notice was given to the tenant, an activity or conduct occurs that constituted grounds for a notice of termination under section 60, 61, 62, 64 or 67. As the Landlord discovered the damage to the unit prior to the first N5 notice being given to the Tenant, this allegation does not fall within the timing set out in subsection 68(1)(b) and will therefore not be considered with respect to termination of the tenancy.
8. The Landlord's Agent testified that after the first N5 notice was served, the Tenant came to the Property Manager's office on July 4, 2025 to discuss the issue. The Tenant stated they would abide by the notice and remove the guests from the unit. The Property Manager reminded the Tenant they could call the police for help and that if the constant guests at all hours persisted, the Landlord would issue the second N5 notice and apply to the Board to terminate the tenancy. The Tenant then continued to have disruptive guests at the unit.
9. The Landlord's Agent testified that she reviewed each security and maintenance report as well as the video surveillance footage prior to serving the second N5 notice. The Landlord's Agent then recounted the events described in the notice, confirming the details regarding the Tenant's guest graffitiing parts of the residential complex. A copy of the work order invoice dated July 7, 2025 was submitted as evidence to substantiate the expense the Landlord incurred to clean the graffiti.
10. The Landlord's Agent further testified regarding how Landlord staff informed her they witnessed the Tenant damage the rental unit window on July 15, 2025 while trying to install an air conditioner. The Landlord's Agent testified that although no one was hurt that day, there were people outside the building nearby when the air conditioner fell out of the Tenant's unit from the 7th floor and crashed onto the parking lot below. Copies of the Maintenance Emergency Report Forms from July 15 and 16, 2025 were submitted as evidence reiterating the Landlord's staff's observations.
11. Having considered the uncontested submissions and evidence before me, I am satisfied on the balance of probabilities that the Tenant has substantially interfered with the reasonable enjoyment or lawful rights, privileges, or interests of the Landlord or another tenant. I accept the Landlord's evidence that the Tenant was aware of the actions of their guests and the disruption caused to other tenants, yet did not exercise control over who

entered and exited the unit at all hours of the day. The volume of constant guests, noise, and disruption thus continued despite the N5 notice, and no explanation was provided to account for the excessive noise and foot traffic.

12. I am also satisfied that the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has willfully or negligently caused damage to the rental unit. The Landlord's Agent testified regarding the surveillance video from July 6, 2025, and confirmed that the graffiti was caused by a guest from the Tenant's unit using what appeared to be a marker, and writing/drawing in the elevator, the 11th floor stairwell, and on the door of another tenant's unit. This conduct cannot reasonably be considered normal wear and tear, and no satisfactory explanation was provided by the Tenant to address the damage. Therefore, I am satisfied that the damage caused to the residential complex was due to the wilful or negligent conduct of someone the Tenant permitted in the building.

Daily Compensation:

13. The Tenant was required to pay the Landlord \$2,736.58 in daily compensation for use and occupation of the rental unit for the period from August 15, 2025 to October 30, 2025.
14. Based on the monthly rent, the daily compensation is \$35.54. This amount is calculated as follows: \$1,081.00 x 12, divided by 365 days.
15. At the hearing, the Landlord's Agent stated that the Landlord also filed an L1 application for non-payment of rent (LTB-L-084968-25). The Landlord thus requested to withdraw the daily compensation claim on the L2 application. The request is granted, and the claim is hereby withdrawn.
16. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for Damages:

17. Section 89 of the Act allows a landlord to apply to the Board for an order requiring a tenant to pay reasonable costs that the landlord has incurred or will incur for the repair of, or where repairing is not reasonable, the replacement of damaged property if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex willfully or negligently causes undue damage to the rental unit or the residential complex, and the tenant is in possession of the rental unit. The Landlord must show that the damage is "undue", meaning it is beyond normal wear and tear, and considered to be excessive or unnecessary.
18. In addition to the graffiti done by the Tenant's guest to various parts of the residential complex on July 6, 2025, the Landlord also alleges the Tenant damaged the bedroom and bathroom doors of the rental unit. The Landlord discovered the damage during a unit inspection on January 16, 2025. Small holes were seen throughout the unit, and the Tenant explained the damage to the Landlord Agent present at the inspection as just friends having fun with a BB gun. Consequently, the Tenant's bedroom and bathroom doors needed to be replaced and painted. A picture showing considerable damage to the

doors in the rental unit was submitted as evidence, as well as an itemized invoice dated July 7, 2025 totaling \$906.00 before tax for the repairs to the unit.

19. In this instance, I am satisfied on the balance of probabilities that the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex. As determined in paragraph 12 of this order, the graffiti done by the Tenant's guest on July 6, 2025 cannot be deemed normal wear and tear, but rather the willful actions of someone the Tenant permitted in the residential complex.
20. With respect to the damage done to the Tenant's bedroom and bathroom doors, I am satisfied that this damage was also beyond normal wear and tear for the unit. The pictures submitted show extensive damage to the doors from what appear to be small round holes that likely came from a BB gun, as described by the Tenant on January 16, 2025. The volume of holes lead to the reasonable inference that the damage was not caused by accident, but by repeated shots or strikes against the doors.
21. I also find the itemized receipt for \$906.00 to repair/replace the unit doors and the \$58.00 work order invoice for cleaning the graffiti reasonable in the circumstances. I am satisfied the Landlord incurred these costs as a result of the actions of the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex, and therefore order the Tenant to pay the Landlord \$964.00 (\$906.00 + \$58.00) in compensation.

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 not be unfair to postpone the eviction until February 15, 2026 pursuant to subsection 83(1)(b) of the Act.
23. The Landlord's Agent stated that they were unaware of any circumstances of the Tenant that would support denying or delaying eviction. The Tenant did not attend the hearing to provide any evidence of their circumstances, or to dispute the Landlord's application to terminate the tenancy. However, the Landlord was willing to postpone the eviction by one month to give the Tenant more time to find other accommodation.
24. Having considered the uncontested submissions before me, I am not satisfied that a conditional order would be appropriate in the circumstances as the Tenant's conduct shows an unwillingness or inability to govern their guests and to refrain from damaging the rental unit or residential complex. The Tenant was also not present to provide any assurances about preventing such conduct in the future. Thus, any conditions placed on the Tenant to try and preserve the tenancy would more than likely only serve to delay an inevitable eviction and further prejudice the Landlord. However, taking into account the Landlord's Agent's submissions, I find it reasonable to postpone the eviction until February 15, 2026, to afford the Tenant additional time to secure alternate accommodation.

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 February 15, 2026.
2. If the unit is not vacated on or before February 15, 2026, then starting February 16, 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 February 16, 2026.
4. The Tenant shall pay to the Landlord \$964.00, which represents the reasonable costs of repairing and replacing the damaged property.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenant must pay the Landlord is \$1,150.00.
7. If the Tenant does not pay the Landlord the full amount owing on or before February 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 16, 2026 at 4.00% annually on the balance outstanding.

January 13, 2026
Date Issued

Fotoula Hatzantonis
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 August 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.