



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

File Number: LTB-L-079812-24

In the matter of: 2, 277 PEARL ST
THUNDER BAY ON P7B1E5

Between: TBDSSAB Housing Programs Landlord

And

Nicole Pauluzzo Tenant

TBDSSAB Housing Programs (the 'Landlord') applied for an order to terminate the tenancy and evict Nicole Pauluzzo (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 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.

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

TBDSSAB Housing Programs (the 'Landlord') also applied for an order requiring Nicole Pauluzzo (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 July 28, 2025.

Only the Landlord's Legal Representative, Jennifer Fenton, and the Landlord's Agent, Jamie Petrin ('JP'), attended the hearing.

As of 11:25 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 \$3,557.98, 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.

N5 Notice:

3. On September 17, 2024, the Landlord gave the Tenant an 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 June 3, 2024, the Landlord was called by police to provide access to the rental unit. Upon entry, it was discovered that several windows inside had been smashed with significant glass falling outside. The Tenant was not home, and a man was found sleeping in the unit. The man told the Landlord's Agent that the Tenant's boyfriend had broken the windows and dumped a 5-gallon bucket of paint all over the walkway outside the unit. The cost to clean the damage, board and then replace the windows was estimated to be \$1,005.98.
 - On September 13, 2024, a contractor of the Landlord (who is also a visible minority) was carrying out work in one of the other units at the residential complex, when the Tenant accosted him and threatened to kill him. The Tenant also swore at the contractor repeatedly and told him to leave Canada as he was not welcome. A police officer, social worker, and Tenant Support Worker for the Landlord approached the Tenant's unit later that day after the incident and noted a significant accumulation of trash outside the unit. The police officer issued the Tenant a warning regarding the threats to the contractor to which the Tenant became increasingly angry and then slammed the door in their faces.
4. The Landlord could not provide evidence that the Tenant did not void the N5 notice regarding the substantial interference allegations by ceasing the conduct or activity described therein, per subsection 64(3) of the *Residential Tenancies Act, 2006* (Act). However, the Landlord's Agent, JP, confirmed that 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 regarding the willful damage allegations in accordance with subsection 62(3) of the Act, and termination of the tenancy will consequently be assessed on these grounds.
5. JP is the Property Manager for the residential complex. JP's testimony recounted the events of June 3, 2024, confirming that they were called by police that day to grant access

to the unit. Once inside, JP saw the windows were smashed and a man was sleeping inside the unit. The man told them that the Tenant's boyfriend broke the windows and threw paint outside on the walkway. JP saw that the paint was still tacky at that time, meaning that it had been thrown fairly recently. JP then arranged to have the paint and glass cleaned up and the windows boarded until replacements could be installed. A picture of the broken window and outside walkway was submitted as evidence, showing glass shards all over the ground outside the Tenant's windows and a significant amount of white paint spilled on the walkway. An email chain between JP and the District of Thunder Bay Social Services Administration Board Maintenance Dispatch Branch ('DTBSSAB') dated from June 3-11, 2024 was then submitted, confirming the amount needed to pay for the cleanup of the broken glass and paint. The Landlord also submitted two invoices dated June 10, 2024 and September 23, 2024, itemizing the cost to board up and then replace the Tenant's windows. The total cost to repair and replace the damaged property thus added up to \$1,007.58, slightly more than the amount stated in the N5 notice needed to void the allegations of wilful or negligent damage.

6. The Tenant was not at the unit when JP and the police arrived. JP testified that there was no evidence leading them to believe that the Tenant was the victim in this instance, nor did the Tenant provide any explanation to the Landlord regarding what happened.
7. JP further testified that there are usually several guests coming and going when they attend the unit. There have also been several complaints made against the Tenant for trash outside the unit and disruptive guests.
8. Having considered the uncontested evidence and submissions before me, 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 has willfully or negligently caused damage to the rental unit. JP testified seeing the damage done to the windows and walkway, and I accept their evidence that the person found sleeping in the unit identified the Tenant's boyfriend as having at the very least spilled the considerable amount of paint outside the walkway. Given JP's testimony of the volume of disruptive guests and the Tenant's boyfriend's damaging the residential complex, I find it reasonable to infer that the windows in the unit were broken by the Tenant or someone the Tenant permitted into the residential complex. There also was no evidence submitted to show the Tenant was a victim of vandalism or another crime, nor was the Tenant present to provide an explanation regarding the damage. Additionally, given the type of damage, this conduct cannot reasonably be considered normal wear and tear. Therefore, I am satisfied that the damage caused to the residential complex was due to the wilful or negligent conduct of either the Tenant or someone the Tenant permitted into the building.

N6 Notice:

9. As the Landlord has proven the allegations within the N5 notice for termination of the tenancy, analysis of the N6 notice is moot and will therefore not be considered.

Daily Compensation:

10. The Tenant was required to pay the Landlord \$5,800.62 in daily compensation for use and occupation of the rental unit for the period from October 8, 2024 to July 28, 2025.
11. Based on the monthly rent, the daily compensation is \$19.73. This amount is calculated as follows: \$600.00 x 12, divided by 365 days.
12. The Landlord's Legal Representative stated that some payments towards the rent arrears up to July 31, 2025 have been made, bringing the outstanding balance to \$2,366.00 as of the date of the hearing.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. There is no last month's rent deposit.

Compensation for Damages:

15. 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.
16. In this instance, I am satisfied on the balance of probabilities that the test in section 89 of the Act has been met. As determined in paragraph 8 of this order, the broken window and excessive paint spilled on the walkway outside the Tenant's unit cannot be deemed to be caused by normal wear and tear, but rather the willful or negligent actions of the Tenant or someone they permitted in the residential complex. On the face of the evidence presented, in particular the volume of paint spilled on the walkway, I am also satisfied that the damage was unnecessary. There was no reasonable explanation from the Tenant to show the damage was the result of the actions of an unknown third party not permitted into the unit or residential complex by the Tenant.
17. I additionally find the itemized receipts from the Bee-Rite Glass & Windows company dated July 10, 2024 and September 23, 2024, totaling \$561.60 for boarding up and then replacing the broken windows reasonable in the circumstances. I also accept JP's testimony and the email exchange between them and the DTBSSAB regarding the clean up of the glass shards and paint combined costs totaling \$445.98 as reasonable for the amount of damage.
18. The Landlord's claim in the application, however, does not claim the tax charged by Bee-Rite to board up the windows. The sum claimed to replace the windows was also rounded down from \$361.60 to \$360.00. There was no request to amend the application to claim these additional amounts. The total the Landlord claims therefore remains \$1,005.98. 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 \$1,005.98 in compensation.

Relief from Eviction:

19. 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.
20. The Landlord's Legal Representative stated that they were unaware of any circumstances of the Tenant that would support denying or delaying eviction.
21. JP testified that since the N5 notice was served, the Tenant continues to display problematic behaviour and to further damage the unit. For example, on June 4, 2025, the Tenant's shower drain was discovered full of needles resulting in standing water and a sewage smell. Drug paraphernalia continues to be seen in the unit, garbage is seen piled outside the unit, and additional windows have been damaged.
22. The Tenant also did not attend the hearing to provide any evidence of their circumstances, or any assurances about preventing such conduct in the future. Consequently, given the ongoing issues since the N5 notice was served, and without any such assurances, I am not satisfied that a conditional order is appropriate in the circumstances. I find that it would therefore be unfair to grant relief from eviction per 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 30, 2026.
2. If the unit is not vacated on or before January 30, 2026, then starting January 31, 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 31, 2026.
4. The Tenant shall pay to the Landlord \$2,366.00, which represents compensation for the use of the unit from October 8, 2024 to July 31, 2025.
5. The Tenant shall also pay the Landlord compensation of \$19.73 per day for the use of the unit starting August 1, 2025 until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$1,005.98, which represents the reasonable costs of repairing the damage and replacing the damaged property.
7. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
8. The total amount the Tenant must pay the Landlord is therefore \$3,557.98.

9. If the Tenant does not pay the Landlord the full amount owing on or before January 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 31, 2026 at 4.00% annually on the balance outstanding.

January 19, 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 July 31, 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.