



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

File Number: LTB-L-031393-25

In the matter of: 701, 175 CARRUTHERS AVE
OTTAWA ON K1Y4J1

Between: 175 Carruthers Holding Inc. c/o Colonnade Bridgeport Landlord

And

Andrew Rogers Tenant

175 Carruthers Holding Inc. c/o Colonnade Bridgeport (the 'Landlord') applied for an order to terminate the tenancy and evict Andrew Rogers (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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

175 Carruthers Holding Inc. c/o Colonnade Bridgeport (the 'Landlord') also applied for an order requiring Andrew Rogers (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.

175 Carruthers Holding Inc. c/o Colonnade Bridgeport (the 'Landlord') also applied for an order requiring Andrew Rogers (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 August 20, 2025.

Only the Landlord's Legal Representative, Allan Kouri, the Landlord's Agent, Darryl Dufresne attended the hearing.

As of 9:30 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 not proven on a balance of probabilities the grounds for termination of the tenancy. However, the Tenant shall pay to the Landlord \$4,265.30 which represents compensation for the costs to repair or replace damaged property and the cost of this application.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On March 11, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination alleges that:
 - a. On November 25, 2024, the Landlord conducted an inspection of the rental unit and discovered the hydro had been disconnected as of July 16, 2024. During the inspection the Landlord observed damage to the kitchen counter, which the Landlord estimates it will incur costs of \$2,500.00 to repair.
 - b. On December 3, 2024, the Landlord observed fluid had leaked from the fridge causing damage to the flooring. The Landlord asserts that it will incur costs of \$450.00 to repair the damage to the flooring.
 - c. On March 5, 2025, the Landlord discovered that the fridge had been damaged due to the hydro not being maintained in the rental unit. The Landlord asserts they will incur costs of \$835.00 to replace the fridge and an additional cost of \$500.00 to dispose of the damaged fridge.
4. While the Landlord's N5 notice provides the Tenant an opportunity to stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination, it was not immediately clear how the Tenant could correct the activity or omission in the N5 notice.
5. The Landlord did not allege in the N5 notice that the Tenant or their occupant or guest caused undue damage to the rental unit, and instead alleged that the Tenant substantially interfered with the Landlord's rights, interests or privilege. If they had alleged undue damage, then they would have been required to outline the amount the Tenant would be required to pay in order to void the N5 notice. Instead, the Landlord's notice instead appears to claim damage on the second page of the N5 notice totalling approximately \$4,285.00 unit in the form of damage to the fridge and flooring as a result of the fact that hydro was disconnected in the rental unit. The Landlord also claims it will need to incur costs to repair damage to the kitchen counter and remove the old, broken fridge. However, while the Landlord appears to have claimed costs to repair or replace damage in the rental unit, the N5 does not outline what steps may be taken by the Tenant to void the N5 notice such as reinstating the hydro or paying the Landlord for the alleged damages.
6. In *Ball v. Metro Capital Property*, [2002] O.J. No. 5391 (Ont. Div. Ct.), the Divisional Court held that an N5 notice of termination must provide sufficient reasons and details to allow

the tenant to know the specific allegations being made so that the tenant can be in a position to know what they need to do to void the N5 notice.

7. In my view, the N5 is defective on the basis that it is objectively confusing, and I am not satisfied that the Tenant would have understood that they could void the notice by paying the Landlord for the damage and reinstating the hydro. As a result, I find that the N5 is defective and the eviction portion of the Landlord's application must be dismissed as proceeding with the eviction portion of the application would cause substantial prejudice to the Tenant.

Compensation for Damage

8. The Landlord's Agent, Darryl Dufresne ('DD'), the Landlord's property manager, testified that the Landlord conducted inspections on November 22, 2024, December 3, 2024 and March 5, 2025 and observed that the unit was in an uninhabitable state, and that the fridge had been damaged beyond repair and had begun to leak as a result of hydro being disconnected for a period of several months.
9. The Landlord entered into evidence photos of the fridge, counter and floor dated March 20, 2025.
10. The photos of the fridge show a brown liquid leaking onto the floor due to spoiled contents being kept in the no longer functional fridge. DD testified that he believes that the stain caused by the leaking fridge has stained the flooring, which will need to be replaced.
11. A photo of the kitchen counter shows a large chunk missing from the corner of the marble countertop. It has clearly been unduly damaged. Given that the countertop is entirely within the rental unit, in the absence of any plausible explanation from the Tenant as to how the kitchen countertop was damaged (e.g. during a break-in, or due to a latent defect in the marble etc.), I am prepared to draw an inference that the countertop was either willfully or negligently damaged by the Tenant or their occupant or guest..
12. Based on the uncontested evidence of the Landlord, accept that the Tenant, their occupant or their guest willfully or negligently caused undue damage to the fridge, floor and countertop of the rental unit.
13. The Landlord entered into evidence a quote from Trilux Inc dated January 22, 2025 to remove and dispose of the fridge, clean and disinfect the floor and remove and reinstall the countertop in the amount of \$3,135.75 after tax and I find this amount to be reasonable in the circumstances.
14. The Landlord also entered into evidence an estimate from AM-CAM Electro Managers Inc., in the amount of \$943.55 to replace the fridge and I find this amount to be reasonable in the circumstances.
15. The Landlord also submits that it incurred costs of \$850.00 to repaint the rental unit. However, there was no supporting evidence that the Tenant had caused damage to the walls that required the rental unit to be repainted. As a result, the request for this amount is denied.

16. The Landlord will incur reasonable costs of \$4,079.30 to repair the damage and replace property that was damaged and cannot be repaired.

Compensation for Substantial Interference

17. The Landlord also sought an order for out-of-pocket expenses for substantial interference based on the same allegations of damage. However, I considered the impact that the undue damage had on the Landlord, and find that it would be duplicative to grant a remedy under this heading,

It is ordered that:

1. The Tenant shall pay to the Landlord \$4,079.30, which represents the reasonable costs of repairing the damage and replacing the damaged property.
2. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Tenant must pay the Landlord is \$4,265.30.
4. If the Tenant does not pay the Landlord the full amount owing on or before January 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.

January 20, 2026

Date Issued

Christopher Lin

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.