



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

File Number: LTB-L-080783-25

In the matter of: 505, 58 LAKEVIEW RD
SOUTH PORCUPINE ON P0N1H0

Between: CDSB Landlord

And

Dale Caruso Tenant

CDSB (the 'Landlord') applied for an order to terminate the tenancy and evict Dale Caruso (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.

This application was heard by videoconference on January 13, 2026.

Only the Landlord's agent, Tracy Legros, attended the hearing.

As of 9:34 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.

N5 Notice of Termination - Substantial interference

3. On September 16, 2025, the Landlord gave the Tenant an N5 notice of termination, with the termination date of October 09, 2025. The notice of termination contains the following allegations:
 - On July 29, 2025: the parties signed a lease agreement;
 - On August 11, 2025: the Tenant left the stove in the common area unattended;
 - On September 5, 2025: the Tenant left chairs all over the building and knocked on other tenants' doors at 4:00 a.m.;
 - On September 8, 2025: the Tenant was observed dancing in the hallway of the residential complex in his underwear and appeared to be under the influence – there was a complaint filed by another tenant in the residential complex;
 - On September 8, 2025: the Tenant was smoking in the rental unit and as a result of his smoking, the fire alarm went off several times;
 - On September 10, 2025: the Tenant was smoking bong and drinking alcohol outside on the residential complex property – when the Landlord's agents attempted to speak with the Tenant regarding this, he became aggressive;
 - On September 11, 2025: the Tenant chased another tenant and threatened to assault him after they had a disagreement;
 - On September 15, 2025: the Tenant offered cash to a housing service person while the Tenant was intoxicated;
 - On September 15, 2025: the Tenant was observed leaving the scooter room door propped open; and
 - On September 16, 2025: the Tenant was sitting outside drinking a case of beer.
4. The Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination. The Landlord's agent, Tracy Legros ("T.L.") testified that the Tenant has continued the above behaviour. The Tenant informed T.L. that he enjoys drinking. The police were called by another Tenant as the Tenant had been smoking "crack" in the rental unit. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
5. Based on the uncontested evidence of the Landlord, I find that the Tenant has substantially interfered with the Landlord's reasonable enjoyment of the rental unit. T.L. testified to the conduct found in the N5 notice and provided supporting documentation for each instance. The supporting documentation included the following: on August 11, 2025, the Landlord received a complaint via a complaint form from another tenant in the complex; on September 5, 2025, the Landlord received an email from another Tenant, on September 8, 2025, complaint form filed by another tenant in the complex; and also on September 11, 2025, another complaint form from another tenant in the complex.

Daily compensation, NSF charges, rent deposit

6. The Tenant was required to pay the Landlord \$1,764.48 in daily compensation for use and occupation of the rental unit for the period from October 10, 2025 to January 13, 2026.
7. Based on the monthly rent, the daily compensation is \$18.38. This amount is calculated as follows: \$559.00 x 12, divided by 365 days.

8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.

Relief from eviction

10. 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 31, 2026.
2. If the unit is not vacated on or before January 31, 2026, then starting February 1, 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 1, 2026.
4. The Tenant shall pay to the Landlord \$1,764.48, which represents compensation for the use of the unit from October 10, 2025 to January 13, 2026.
5. The Tenant shall also pay the Landlord compensation of \$18.38 per day for the use of the unit starting January 14, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenant must pay the Landlord is \$1,950.48.
8. 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

Vishal Nanda
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 1, 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.