



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

Citation: Thompson v Featherston, 2026 ONLTB 7475

Date: 2026-01-26

File Number: LTB-L-082931-25

In the matter of: 118 PAULINE CRES
LONDON ON N6E2L3

Between: Aldith Thompson Landlord

And

Rikki Lee Featherston Tenant
Tyler Taylor

The capitalized words "Landlord" and "Tenant" refer to all parties identified as each at the top of the order.

Aldith Thompson (the 'Landlord') applied for an order to terminate the tenancy and evict Rikki Lee Featherston and Tyler Taylor (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises.

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

Aldith Thompson (the 'Landlord') also applied for an order requiring Rikki Lee Featherston and Tyler Taylor (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.
- 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 January 19, 2026.

Only the Landlord and the Landlord's Agent Alya Vance attended the hearing.

As of 11:02 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. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On October 2, 2025, the Landlord gave the Tenant an N7 notice of termination with a termination date of October 13, 2026. The notice of termination contains the following allegations:
 - On May 30, 2025, the Landlord discovered that the Tenant: removed and replaced the side fence and removed the pad lock; damaged all bedroom window screens; damaged the utility room door.
 - On September 29, 2025, the Landlord discovered that the Tenant had: changed the locks; removed the original fridge; removed the main floor smoke detector; made multiple holes in the bedroom, bathroom, utility room and kitchen walls; broken a light cover, leaving wiring exposed; ripped the bathroom towel rack off the wall; damaged trimming; removed several electrical plates; made multiple dents in the front and side door; had broken the basement bathroom vanity; and, graffitied the bedroom wall. All items that were removed are missing.
4. The Landlord's Agent/granddaughter testified in detail, referring to numerous pictures and texts, about all the allegations in the notice of eviction; she was with the Landlord for both inspections and took the pictures of the damages. The Landlord's Agent submitted that the damages meet the necessary for a N7 notice because of the safety issues discovered during the September 2025 inspection.
5. When a landlord is alleging damage, there are two choices for an eviction notice.
 - i) The N5 for the Tenant wilfully or negligently causing undue damage under section 62 of the *Residential Tenancies Act, 2006* (the 'Act'): this notice has a voiding period that gives the 7 days to pay for or repair the damage; and has a minimum 20-day termination date from the date the notice is served
 - ii) The N7 notice for the Tenant wilfully causing undue damage: this notice does not have a voiding period; enforcement and/or eviction can be expedited; and it has a minimum 10-day termination date from the date the notice is served.
6. For a N7 notice to be applicable, the damage caused must be significantly greater than what is required to give a N5 notice of termination pursuant to clause 63(1)(a) of the Act.

7. Here, the Landlord did not issue a N5 Notice of Termination for damages. This is important because a component of section 63(1)(b) is that the Landlord must provide evidence that the damages on the N7 are significantly greater than damages required under a N5 Notice of Termination or section 62(1) of the Act whereby the Tenant has an opportunity to void.
8. The Landlord's Agent testified to, with corroborating evidence, various damages. However, there was no evidence provided to demonstrate the level required for a N7 notice of termination. Although the Landlord's Agent submitted there were safety issues related to a missing electrical socket, missing cover plates, and a missing ceiling light globe, there was no evidence presented to establish how these posed a safety issue deserving a N7 notice. There was no evidence presented that showed exposed wiring.
9. Therefore, I find none of the damages to be significantly greater than what is required for a N5 notice of eviction, which would have been the appropriate notice. As the Landlord has not satisfied section 63(1)(b) of the Act, I have no jurisdiction to issue an order for eviction.
10. The application indicates that the Landlord is also seeking the reasonable costs necessary to repair or replace the damaged property and the reasonable costs incurred for substantial interference, but both reasons listed the costs as \$0.00. Also, there was no testimony and/or evidence about any, therefore, these parts of the application are dismissed.
11. Based on the above, the Landlord's application is dismissed in its entirety.

It is ordered that:

1. The Landlord's application is dismissed.

January 26, 2026
Date Issued

Diane Wade
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.

