



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

File Number: LTB-L-082763-25

In the matter of: 181 LAURIER ST W
AZILDA ON P0M1B0

Between: DENISE GOODMURPHY Landlords
PETER GOODMURPHY

And

BOB BRONSON Tenant

DENISE GOODMURPHY and PETER GOODMURPHY (the 'Landlords') applied for an order to terminate the tenancy and evict BOB BRONSON (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 has been persistently late in paying the Tenant's rent.

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

The Landlords also applied for an order requiring the Tenant to pay the Landlords' reasonable out-of-pocket costs the Landlords 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 January 26, 2026.

The Landlord, Denise Goodmurphy, and the Landlords' Legal Representative, Angie Gravelle, attended the hearing.

As of 10:00 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 Landlords' evidence.

Determinations:

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the Landlords' application is granted as detailed below.
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 August 16, 2025, the Landlords gave the Tenant an N5 notice of termination. The notice of termination contains the allegation that the Tenant failed to pay water utility charges they were liable for under the terms of their residential lease.
4. The Tenant did not correct the omission within seven days after receiving the N5 notice of termination; specifically, the Tenant did not pay the outstanding water utility charges during the voiding period of August 17-23, 2025. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (the 'Act').
5. The Landlords submitted into evidence a signed copy of the residential tenancy agreement with the Tenant which indicated, at paragraph 17, that the Tenant was responsible for the water utility payments.
6. The Landlords also submitted into evidence an invoice from the City of Greater Sudbury indicating that a water arrears amount of \$3,675.55 had been transferred to the Landlords' property tax account due to nonpayment. The Landlord testified that this water arrears amount was solely attributable to the Tenant.
7. The Tenant did not attend the hearing to provide evidence regarding these utility charges.
8. I find that the Tenant failed to pay water costs they were required to pay under the terms of the tenancy agreement.
9. I find that the Landlords have incurred reasonable out-of-pocket expenses of \$3,675.55 because of the Tenant's failure to pay water costs during their tenancy.

N5 Notice of Termination - Wilful or Negligent Damage

10. On August 16, 2025, the Landlords gave the Tenant an N5 notice of termination. The notice of termination contains the allegations that the Tenant wilfully or negligently damaged screen doors, laminate flooring, kitchen doors, baseboards, drywall, carpets and a water valve in the rental unit, with a total quantum of damages listed as \$16,435.28.
11. The Tenant did not repair the damage, pay the Landlords the reasonable costs to repair the damage or make arrangements satisfactory to the Landlords within seven days after receiving the N5 notice of termination (August 17-23, 2025). Therefore, the Tenant did not void the N5 notice of termination in accordance with section 62(3) of the Act.
12. The Landlord claimed the following expenses in their application:

Damage	Amount Claimed
Repair Water Valve	\$339.00
Replace Missing Screen Storm Door	\$1,582.00
Replace Laminate Flooring	\$11,106.20
Replace Kitchen Cupboards and Doors	\$1,130.00
Painting and Wall Repair	\$339.00
Replace Baseboards and Trim	\$1,939.08
TOTAL	\$16,435.28

13. The Landlord submitted into evidence photographs of the condition of the rental unit in August 2018 (at the commencement of the tenancy) and in May 2025. The May 2025 photos showed significant damage to the laminate flooring, trim, walls and storm doors in the rental unit, which the Landlord attributed to the Tenant's dog.

14. The Landlord testified that:

- a) the smell of dog urine in the rental unit was overpowering;
- b) the damages to the floor and trim were due to the dog urinating inside;
- c) there was significant damage to the cabinetry in the kitchen, with laminate peeling off the door and drawer faces;
- d) an exterior screen door was missing from the property; and
- e) the main water valve to the property was broken, due to the Tenant opening and closing it himself with a wrench.

15. The Landlord also submitted into evidence quotes from contractors in support of her quantum of claimed damages. These quotes were as follows:

Contractor	Quoted Work	Amount
M.Champagne Siding	Replace Storm Door	\$1,582.00
Surface Design & Decor	Replace and install flooring	\$11,106.20
La Cuisine Kitchen Cabinets	Replace, install and deliver kitchen cabinets	\$17,500.00 - \$25,000.00
Victor's Superior Painting	Wall repair, painting, trim replacement	\$16,459.58
GSP Plumbing	Water Valve replacement	\$300.00 - \$500.00

TOTAL		\$46,947.78 – \$54,647.78
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16. The Landlords submitted that they significantly discounted the amounts quoted for the kitchen cabinetry and painting on their application, as they accepted that the Tenant should only be held responsible for a portion of these costs.
17. I find that the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
18. The Landlords will incur reasonable costs of \$16,435.28 to repair the damage.
19. As noted, the Tenant did not attend the hearing of this matter and thus I did not have the opportunity to hear their evidence regarding their circumstances, or to dispute the Landlords' application for damages.

N8 Notice of Termination

20. On August 16, 2025, the Landlords gave the Tenant an N8 notice of termination. The notice of termination alleged that the Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent has been paid late 17 times in the past 17 months, as follows:

Monthly Rent Due	Date Monthly Rent Paid
April 1, 2024	April 23, 2024
May 1, 2024	May 17, 2024
June 1, 2024	June 14, 2024
July 1, 2024	July 17, 2024
August 1, 2024	August 15, 2024
September 1, 2024	September 22, 2024
October 1, 2024	October 13, 2024
November 1, 2024	November 6, 2024
December 1, 2024	December 11, 2024
January 1, 2025	January 5, 2025
February 1, 2025	February 10, 2025
March 1, 2025	March 7, 2025
April 1, 2025	April 26, 2025

May 1, 2025	May 20, 2025
June 1, 2025	June 23, 2025
July 1, 2025	July 21, 2025
August 1, 2025	August 17, 2025

21. The Landlords submitted that, since the issuance of the N8 notice, the Tenant has paid rent late 5 times in 5 months, as follows:

Monthly Rent Due	Date Monthly Rent Paid
September 1, 2025	September 11, 2025
October 1, 2025	October 22, 2025
November 1, 2025	November 20, 2025
December 1, 2025	December 17, 2025
January 1, 2026	January 15, 2026

22. The Tenant did not attend the hearing to provide evidence in relation to these allegations.
23. Based on the evidence and submissions before the Board, I am satisfied that the Tenant has failed to pay the lawful monthly rent in full and on time and, therefore, has been persistently late in paying the monthly rent.

Compensation and Rent Deposit

24. The Tenant was required to pay the Landlords \$7,497.90 in daily compensation for use and occupation of the rental unit for the period from September 14, 2025 to January 26, 2026.
25. Based on the monthly rent, the daily compensation is \$55.54. This amount is calculated as follows: \$1,689.22 x 12, divided by 365 days.
26. The Landlords incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.
27. There is no last month's rent deposit.

Relief from eviction

28. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

29. The Tenant did not attend the hearing and did not present evidence on this issue and the Landlord was unaware of any circumstances that would favour refusal or postponement of eviction.
30. The Landlord submitted that the late payment of rent was causing significant financial stress, as they were forced to pay bills out of personal funds that should have been covered by the rent being paid on a timely basis.
31. The Landlord further submitted that the level of damage to the rental unit was devastating and that they were going to have a difficult time in coming up with the funds to fully repair it.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before February 14, 2026.
2. If the unit is not vacated on or before February 14, 2026, then starting February 15, 2026, the Landlords 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 Landlords on or after February 15, 2026.
4. The Tenant shall pay to the Landlords \$7,497.90, which represents compensation for the use of the unit from September 14, 2025 to January 26, 2026. Any payments made since September 14, 2025 shall be credited to this amount owing.
5. The Tenant shall also pay the Landlords compensation of \$55.54 per day for the use of the unit starting January 27, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlords \$16,435.28, which represents the reasonable costs of repairing the damage and replacing the damaged property.
7. The Tenant shall also pay the Landlords \$3,675.55, which represents the reasonable out-of-pocket expenses the Landlords have incurred as a result of unpaid utility costs.
8. The Tenant shall also pay to the Landlords \$186.00 for the cost of filing the application.
9. The total amount the Tenant must pay the Landlords for damages, out-of-pocket expenses and filing fees is \$20,296.83.
10. If the Tenant does not pay the Landlords the full amount owing on or before February 14, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 15, 2026 at 4.00% annually on the balance outstanding.

February 3, 2026
Date Issued

Curtis Smith
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 15, 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.