



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

File Number: LTB-L-074099-25

In the matter of: 309, 50 EIGHTH AVE
KITCHENER ON N2C0C7

Between: 55 Franklin GP Inc. Landlord

And

Alexandra Day Tenant

55 Franklin GP Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Alexandra Day (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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

55 Franklin GP Inc. (the 'Landlord') also applied for an order requiring Alexandra Day (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 December 17, 2025.

Only the Landlord's Legal Representative Peter Schroeder and the Landlord's Agent Peter Maxwell attended the hearing.

As of 10:20 AM, 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. Therefore, the tenancy between the Landlord and the Tenant shall be terminated effective February 10, 2026.
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 20, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on the same date. The notice of termination alleges that the Tenant or 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 as follows:
 - a) Stealing items from the bike storage room;
 - b) Causing a disturbance; and
 - c) Failing to keep the Tenant's rental unit in a general state of cleanliness.

Stealing items from bike storage room

4. The Landlord's Agent Peter Maxwell is the Property Manager for the residential complex. He testified that he had received complaints of thefts from the Bike storage room in the residential complex.
5. He stated that upon receiving complaints he reviewed video surveillance footage from the bike storage room and observed the Tenant and a guest attend the bike storage room on July 29, 2025. The surveillance footage shows the Tenant standing at the door while her guest moves about the room. The Tenant's guest is observed stealing a bike charger from an e-bike and taking various other items from bicycles and e-bikes in the bike storage room.
6. The Landlord did not allege any subsequent thefts by the Tenant and/or her guests. As such the Tenant stopped this conduct or activity within seven days after receiving the N5 notice of termination and has voided this allegation contained in the N5 notice of termination.

Causing a disturbance

7. The Landlord's Agent testified that he had received a report of a disturbance from another tenant coming from the Tenant's rental unit on August 3, 2025. A review of video surveillance from the hallway outside the Tenant's rental unit on that date shows a bloodied guest exit the Tenant's rental unit and aggressively kick the Tenant's door multiple times before leaving the residential complex.

8. The Landlord did not allege any subsequent disturbances by the Tenant, but the Landlord's Agent did testify that the Tenant continues to permit trespassed individuals into the residential complex and her unit. Although the Tenant may have permitted a trespassed individual into the rental unit within seven days after receiving the N5 notice of termination the N5 notice of termination did not specifically ask the Tenant to stop that behaviour or activity. As such the Tenant had stopped the behaviour of causing disturbances within seven days after receiving the N5 notice of termination and has voided this allegation contained in the N5 notice of termination.

Cleanliness of the Rental Unit

9. The Landlord's Agent testified that on May 14, 2025 the Landlord received information from the Tenant's support worker that a cockroach was seen in the Tenant's rental unit.
10. As a result of receiving this information the Landlord's Agent conducted an inspection of the Tenant's rental unit on the same day, which revealed the unit to be in disarray and unkept with clutter.
11. He testified that he attended the unit for follow-up inspections on July 23 and 30, 2025, but there was no improvement to the rental unit.
12. The Landlord sent a letter to the Tenant on August 5, 2025 to summarize the issues with the rental unit and what needs to happen going forward with the cleanliness of the unit.
13. The Landlord had arranged for and notified the Tenant that a pest control treatment of the Tenant's rental unit would be occurring on August 6, 2025. However when the Landlord's agent and Pest control attended at the Tenant's unit, it was still in an unkept state and the pest control treatment could not be completed. In addition the Landlord's Agent took photographs of the state of the rental unit including damages and testified that the unit smelled strongly of cat feces and rotting food.
14. The Landlord's Agent testified that he had conducted an inspection of the rental unit on August 28, 2025 and that there was no noticeable improvement in the cleanliness of the rental unit.
15. The Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination relating to the cleanliness of 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).
16. Based on the uncontested evidence before me I am satisfied on a balance of probabilities that the Tenant's failure to maintain their rental unit in a general state of cleanliness has substantially interfered with the reasonable enjoyment of the residential complex and/or with another lawful right, privilege, or interest of the Landlord.

Wilful or Negligent Damage

17. On August 20, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on the same date. The notice of termination alleges that an inspection of the rental unit on August 6, 2025 revealed damage to the rental unit consisting of feces, garbage and

damage in the bathtub, large holes in the bedroom and bathroom doors, damage to the walls of the unit as well as a foul odor.

18. The Landlord's Agent Peter Maxwell testified that on August 6, 2025 he conducted an inspection of the rental unit and that in addition to the unit being in an unkept state, observed damage to the rental unit consisting of feces and garbage in the bathtub, which was also damaged. There were large holes in the door to the bedroom and bathroom as well as damage to the walls throughout the rental unit. The Landlord's agent tendered photographs of the damage to the rental unit.

19. The Landlord's Agent estimated based on his experience as a property manager that the cost to repair and replace the damaged property would be approximately \$3,400.00 as follows: replacement of the bathroom and bedroom doors including machining, sanding and painting would be approximately \$500.00 each. In addition the repair of the walls and subsequent repainting would be approximately \$2,000.00 and \$900.00 to replace the damaged bathtub and install a new one.

20. In accordance with section 62(3) of the *Residential Tenancies Act, 2006* (the 'Act'), the Tenant had an opportunity to void the N5 notice by repairing or replacing the damaged property or paying the landlord the amount of \$3,400.00 to repair or replace a damaged property during the seven day voiding period. There was no evidence that the Tenants voided the N5 notice of termination.

21. Subsection 62(1) of the *Act* provides:

62(1) a landlord may give a tenant notice of termination of the tenancy 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.

22. To succeed on this claim, the Landlord must establish the following:

- a) physical damage to the rental unit or the residential complex.
- b) physical damage that is "undue", meaning not normal wear and tear; and
- c) physical damage that is willfully or negligently caused by the tenant, another occupant of the rental unit or a person whom the tenant permitted in the residential complex.

23. On an application before the Board the person who alleges any particular incident or event occurred has the burden of leading sufficient evidence to establish that it is more likely than not that their version of events is true. In this case, that burden falls on the Landlord.

24. Based on the uncontested evidence and submissions before me, I am satisfied on a balance of probabilities that the Landlord has established that the Tenant willfully or negligently caused damage to the rental unit, and that the damage in the rental unit goes beyond ordinary wear and tear and is undue damage.

Daily compensation, NSF charges, rent deposit

25. At the hearing the Landlord's Legal Representative advised that the Landlord was no longer seeking daily compensation as part of this application.
26. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
27. The Landlord collected a rent deposit of \$1,769.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$49.92 is owing to the Tenant for the period from November 1, 2024 to December 17, 2025.
28. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Compensation for damages

29. Included in the Landlord's L2 application is a claim for compensation in the amount of \$3,400.00 for damage caused to the rental unit.
30. Subsection 89(1) of the *Act* says:

A landlord may 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.
31. In order for an application for compensation for damages made pursuant to subsection 89(1) of the *Act* to succeed, a landlord must establish the following:
 - a) there was property damage to the rental unit or residential complex;
 - b) the damage is "undue" meaning that it is not normal wear and tear and it is not insignificant; and
 - c) the damage was a result of wilful or negligent conduct by the Tenants, occupants or guests.
32. In this context, I take the word "property" to refer to physical objects like the walls, ceilings, floors, appliances and fixtures in a residential complex.
33. If all of these factors are met, then the Board can award the Landlord the reasonable costs of repair or the replacement cost if it is not reasonable for the damage to be repaired.
34. Based on the uncontested evidence before me I am satisfied on a balance of probabilities 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.

35. I accept that the Landlord will incur reasonable costs to repair the rental unit in the amount of \$3,400.00.

Relief from eviction

36. The Landlord sought termination of the tenancy due to the damage caused to the rental unit and the Tenant's failure to maintain the rental unit in a reasonable state of cleanliness.

37. The Landlord's Agent testified that since the application was filed the unit remains in an unclean state and that he has conducted subsequent inspections of the rental unit on October 3 and 27, November 4, and December 9, 2025 with little to no change in the cleanliness of the rental unit being observed. Additionally the Landlord's agent stated that additional damage has occurred within the unit.

38. The Tenant did not attend the hearing to provide testimony or submissions with respect to any circumstances to consider with respect to relief from eviction.

39. 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 February 10, 2026.
2. If the unit is not vacated on or before February 10, 2026, then starting February 11, 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 11, 2026.
4. The Tenant shall pay to the Landlord \$3,400.00, which represents the reasonable costs of repairing the damage and/or replacing the damaged property.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The Landlord owes \$1,818.92 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
7. The total amount the Tenant must pay the Landlord is \$1,767.08.

8. If the Tenant does not pay the Landlord the full amount owing on or before February 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 11, 2026 at 4.00% annually on the balance outstanding.

January 30, 2026

Date Issued

Sean Ramage

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 11, 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.