



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

File Number: LTB-L-082575-25

In the matter of: 704, 839 TALWOOD DR
PETERBOROUGH ON K9J7M6

Between: Macpherson Realty Landlord

And

Bruce Grant Tenant

Macpherson Realty (the 'Landlord') applied for an order to terminate the tenancy and evict Bruce Grant (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.

The Landlord also applied for an order requiring 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 January 19, 2026.

Only the Landlord's Legal Representative, Crystal Francey, attended the hearing. Helena Gilfillen provided evidence on behalf of the Landlord at the hearing.

As of 10:03 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. However, I find it appropriate to exercise my discretion and therefore, the tenancy shall continue on the conditions ordered 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 12, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on August 17, 2025. The notice of termination contains the following allegations:
 - a) The Tenant did not allow pest control entry to his rental unit on June 4, 2025; and
 - b) The Tenant was maintaining the balcony to his rental unit in a state of disarray and uncleanness, as well as keeping items on the balcony contrary to provisions of their lease.
4. The Tenant did not stop all of the alleged conduct or activity within seven days after receiving the N5 notice of termination during the voiding period of August 18-24, 2025. 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. The Landlord did not provide any evidence of any additional attempt to enter the rental unit using a valid Notice of Entry during the voiding period. As such, this allegation is deemed voided.
6. The Landlord provided photographs of the balcony, taken from the unit above, that depicted significant amounts of pigeon droppings on the balcony. The pictures also depict significant amounts of personal items on the balcony that appear to be randomly strewn around.
7. The Landlord's witness, Helen Gilfillen (HG) testified that:
 - a) She is the superintendent of the building;
 - b) She has received numerous complaints about the state of the balcony;
 - c) The pigeon droppings are hazardous and can draw other pests; and
 - d) The Tenant has been repeatedly asked to clean up the balcony.
8. I am satisfied that, based on HG's testimony, combined with the photos, the Tenant has failed to maintain their rental unit in an ordinary state of cleanliness and that this failure is substantially interfering with other tenant's reasonable enjoyment of the residential complex.

N5 Notice of Termination – Wilful or Negligent Damages

9. On August 12, 2025, the Landlord gave the Tenant an N5 notice of termination, deemed served on August 17, 2025. The notice of termination contains the allegation that the Tenant has caused wilful or negligent damage to the balcony by failing to clean up the pigeon droppings/debris and leaving personal items/debris on the balcony. The Landlord claims that the cost to clean the balcony and dispose of the debris is approximately \$2,000.00.
10. I am not convinced, on a balance of probabilities, that actual damages have occurred. The Landlord provided evidence that clean-up was required of pigeon detritus and the Tenant's belongings, but did not provide any evidence that the balcony would require work constituting "repair" or "replacement", the specific verbiage used when defining the remedies for wilful or negligent damage.
11. As such, given that the Landlord brought this claim pursuant to s. 89 of the Act, and I am not satisfied that this claim meets the definition of damage, I am dismissing this aspect of the application.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

13. The Landlord requested a termination of the tenancy and payment of the requested damages in the amount of \$2,000.00.
14. The Act is remedial in nature. In *Matthews v. Algoma Timberlakes Corp.*, 2010 ONCA 468 (CanLII), [2010] O.J. No. 2710 (C.A.) ("Matthews"), the Court of Appeal for Ontario ruled, at paragraph 22: "Given the remedial nature of the Act, its provisions must be interpreted liberally to ensure the realization of its objectives." At paragraph 32, the Court of Appeal concluded: "The purpose of the legislation is to provide protection to tenants."
15. The Court of Appeal for Ontario's reasons in *Matthews* are consistent with earlier decisions by the Court, and by the Divisional Court, that the purpose of Act is to promote security of tenure.
16. Therefore, terminating a tenancy and evicting a tenant from a rental unit is a remedy of last resort.
17. As such, 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 not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.

2. On or before February 20, 2026, the Tenant shall bring the balcony of the rental unit to an ordinary state of cleanliness, free of excessive clutter, non-allowed items in accordance with the lease and pigeon detritus, and shall maintain the balcony in this condition for the remainder of their tenancy.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before February 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 16, 2026 at 4.00% annually on the balance outstanding.

February 4, 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.