



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

File Number: LTB-L-071721-25

In the matter of: 2098 FILLMORE CRES
Gloucester ON K1J6A6

Between: You Zhang Landlord

And

Chantal Laperle Tenant
Nicolas Leduc
Zachary Duquette

You Zhang (the 'Landlord') applied for an order to terminate the tenancy and evict Chantal Laperle, Nicolas Leduc and Zachary Duquette (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

You Zhang (the 'Landlord') also applied for an order requiring Chantal Laperle, Nicolas Leduc and Zachary Duquette (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 1, 2025.

Only the Landlord agent, Michael Lang was present at the hearing. The Landlord provided written authorization for the Landlord agent to represent the Landlord the day of the hearing in the Landlord's absence.

As of 10:27am, 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 the claim for compensation in the application. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on August 30, 2025.
4. On July 29, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination with a termination date of August 18, 2025. The notice of termination alleges the Tenant has not paid the utility bills the Tenant was obligated to pay under the tenancy agreement.
5. The Tenant did not stop the conduct or activity and pay the utilities the Landlord identified in the notice within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
6. The Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).
7. On August 23, 2025 the Landlord gave the Tenant a second N5 notice of termination with a termination date of September 7, 2025. The notice of termination alleges the Tenant caused willful or negligent damage to the rental unit on August 21, 2025 upon the Landlord agent's inspection.
8. The Landlord filed an L2 application with the Board on August 28, 2025.
9. The Landlord submitted evidence consisting of receipts and invoices, photographs and video to support the claims in the application.
10. The Landlord agent stated that he received an email from the Tenant on September 3, 2025 informing the Landlord agent the Tenant vacated the rental unit on August 30, 2025 and left the keys in the rental unit.
11. Upon attending the rental unit the Landlord agent discovered the rental unit damaged.
12. The Landlord agent stated the Landlord attempted to minimize the Landlord's losses and performed cleaning on items such as carpets instead of replacing them.
13. The Landlord agent stated the Landlord replaced the damaged items with like items and was not enriched in any replacement.
14. With the totality of the uncontested evidence and submissions before me and on a balance of probabilities I find the Landlord has proved the Tenant has wilfully or negligently caused undue damage to the rental unit or residential complex. I also find the Landlord has proved the Tenant did not pay the utility bills the Tenant was obligated to pay under the tenancy agreement.

15. I am satisfied the Landlord has proved he incurred reasonable costs of \$2,564.71 to repair the damage and replace property that was damaged and cannot be repaired and incurred costs for the unpaid utility costs the Tenant did not pay.
16. Therefore, the Tenant owes the Landlord \$2,564.71.
17. There is no last month's rent deposit.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
19. Although this order does not specifically address each piece of evidence individually or reference all the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
20. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of August 30, 2025.
2. The Tenant shall pay to the Landlord \$2,564.71, which represents the reasonable costs of repairing the damage replacing the damaged property and the unpaid utility costs.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenant must pay the Landlord is \$2,750.71.
5. If the Tenant does not pay the Landlord the full amount owing on or before February 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 21, 2026 at 4.00% annually on the balance outstanding.

February 9, 2026
Date Issued

Greg Brocanier
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.