



Order under Section 69 Residential Tenancies Act, 2006

Citation: Pell Homes Real Estate Inc v Bell, 2026 ONLTB 11844

Date: 2026-02-06

File Number: LTB-L-079360-25

In the matter of: Unit 10, 22 Pell St
Scarborough ON M1N 1M9

Between: Pell Homes Real Estate Inc Landlord

And

Kenneth Bell Tenants
Kimberly Ridell

Pell Homes Real Estate Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Kenneth Bell and Kimberly Ridell (the 'Tenants') because:

- the Tenants or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex;
- the Tenants, another occupant of the rental unit or a person the Tenants permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully caused undue damage to the premises.

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

This application was heard by videoconference on February 2, 2026.

Only the Landlord's agent Charity Dilts and Landlord's representative Dan Schofield attended the hearing.

As of 9:29 a.m., the Tenants were 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:

Preliminary Issue

1. Prior to the Hearing the Landlord withdraw their N7 notice of termination claim, electing instead to proceed solely on the N6 notice of termination.

N6 Notice of Termination

2. On September 9, 2025, the Landlord gave the Tenants an N6 notice of termination deemed served on September 14, 2025. The notice of termination contains the allegation that the Tenants accessed other tenant's mailboxes without authorization.
3. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. **Therefore, the Tenancy is terminated on February 17, 2026.**
4. The Tenants were in possession of the rental unit on the date the application was filed.
5. The Landlord presented evidence that on August 15, 2025, August 28, 2025 and September 4, 2025, the Tenants pried open another tenant's mailbox and stole their mail. Video evidence shows Kenneth Bell and at another time Kimberley Ridell each prying the mailbox open and taking mail from inside. On one occasion Ms. Bell used what looks like a screwdriver, taking the mail within, and then leaving the area. The Tenants could also be seen accessing their own mailbox on the opposite side of the hallway with their key.
6. The Landlord referred the Board to several laws which were offended by the Tenants actions:

Section 365(1)(a) of the *Criminal Code of Canada* R.S.C. 1985 ('CCC') makes it an offence to steal anything sent by post after it is delivered but before it is in the possession of the addressee or the person who may reasonably be considered to be authorized to receive the mail by the addressee.

Section 430(1) of the CCC makes it an offence to commit mischief to property. Specifically everyone commits mischief who wilfully destroys or damages property, or renders property useless, inoperative or ineffective, and obstructs, interrupts or interferes with the lawful use, enjoyment or operation of property.

Section 48 of the *Canada Post Corporations Act*, R.S.C. 1985 ('CPCA') states that every person commits an offence who, without authorization, knowing opens, keeps, secretes, delays or detains any mail or any receptacle or device authorized by the Canada Post Corporation for the posting of mail.

7. The Tenants clearly had no key to the other mailbox, using fingers or a tool to pry it the lock open. The Tenants' actions by prying open the Canada Post mailbox installed at the rental unit and authorized by Canada Post, were contrary each law above. The Tenants stole the mail before the addressee received it, wilfully destroyed and damaged the mailbox, leaving the door and lock to the box inoperative and ineffective to secure the mail

within. By doing so, they also interfered with the Landlord and the other tenant's lawful use and enjoyment of their mail and the mailbox. Finally the Tenants' offended the CPCA by knowingly opening another tenant's mail, secreting and detailing their mail, and opening the mailbox authorized by Canada Post.

8. I find therefore that the Tenants have committed an illegal act in the residential complex by accessing another Tenant's Canada Post mailbox and mail without authorization.

Daily Compensation and Rent Deposit

9. The Tenants were required to pay the Landlord \$9,320.22 in daily compensation for use and occupation of the rental unit for the period from September 30, 2025 to February 2, 2026.
10. Based on the monthly rent, the daily compensation is \$73.97. This amount is calculated as follows: \$2,250.00 x 12, divided by 365 days.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. There is no last month's rent deposit.

Relief from eviction

13. 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. The Tenants did not attend to give evidence of their circumstances.
14. The Landlord provided evidence that only the two young adult tenants live in the rental unit. They seek a standard order for termination of the tenancy. In the circumstances, I find it would not be unfair to issue a standard order for eviction.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before February 17, 2026.
2. If the unit is not vacated on or before February 17, 2026, then starting February 18, 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 18, 2026.
4. The total amount the Tenants must pay the Landlord is \$9,506.22, comprised of the following amounts:
 1. \$9,320.22, which represents compensation for the use of the unit from September 30, 2025 to February 2, 2026, unless already paid by the Tenants.

2. The Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The Tenants also shall also pay the Landlord compensation of \$73.97 per day for the use of the unit starting February 3, 2026 until the date the Tenants move out of the unit.
6. If the Tenants do not pay the Landlord the full amount owing on or before February 17, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 18, 2026 at 4.00% annually on the balance outstanding.

February 6, 2026
Date Issued

Julie Broderick
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 12, 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.