



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-075391-25

In the matter of: 1, 140 WINNIETT ST
WOODSTOCK ON N4S5Z7

Between: Oxford County Housing Landlord

And

Tyler Binns Tenant

Oxford County Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Tyler Binns (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.

This application was heard by videoconference on December 11, 2025.

Only the Landlord's Agent Kieran Daley attended the hearing.

As of 10:22 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 in the application. Therefore, the tenancy between the Landlord and the Tenant shall be terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On August 25, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination, alleging that the Tenant failed to obtain apartment insurance as required by the terms of their tenancy. The first N5 was served on August 25, 2025, with a termination date of September 15, 2025. The Tenant did not void the first N5 by correcting the omission within the seven-day voiding period ending September 1, 2025.
4. Therefore, 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).
5. On September 4, 2025, the Landlord gave the Tenant a second N5 notice of termination. The notice of termination alleges that the Tenant, the Tenant's guests, or other occupants of the rental unit:
 - broke a window at the residential complex.
 - changed the locks and prevented the Landlord from accessing the unit
 - caused or permitted ongoing damage within the rental unit, including damage to the shower, furnace, and water boiler; and
 - An occupant of the Tenant's rental unit and persons permitted in the residential complex by the Tenant have repeatedly caused damage within the unit and to parts of the residential complex and interfered with the Landlord's access to the unit by changing the locks without notice and locking out the Landlord.
6. This conduct substantially interferes with a lawful right, privilege or interest of the Landlord. Changing the locks without consent, preventing access, and causing damage to building systems such as the furnace, water boiler, and shower substantially interferes with the Landlord's lawful right to enter the unit for inspection, repair, and maintenance, and interferes with the Landlord's obligation to provide a safe and well-maintained building.
7. The Landlord's Agent testified that during inspections in August and September 2025, multiple windows at the complex had been broken, and the Tenant admitted that his friends were responsible. The shower was damaged and required repair after a maintenance request. The furnace and water boiler were damaged, including parts being removed and sold, forcing the Tenant to use the oven to heat the unit. The Tenant also changed the locks and denied the Landlord access. The Landlord filed repair invoices showing work that had already been completed. This evidence establishes, on a balance of probabilities, that the damage occurred during the tenancy and was caused wilfully or negligently by the Tenant or persons the Tenant permitted on the premises.
8. On the basis of the uncontested evidence before the Board, I find on a balance of probabilities that The Tenant and persons permitted into the rental unit have wilfully or negligently caused undue damage to the rental unit and the residential complex. Therefore, the tenancy shall be terminated.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. There is no last month's rent deposit.

11. 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 20, 2026.
2. If the unit is not vacated on or before February 20, 2026, then starting February 21, 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 21, 2026.
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 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

Kyle Anderson
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 21, 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.