



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Greater Sudbury Housing Corporation v Hewlett, 2026 ONLTB 4967

Date: 2026-02-09

File Number: LTB-L-099882-25

In the matter of: 404, 166 Louis Street
Sudbury ON P3B2H3

Between: Greater Sudbury Housing Corporation Landlord

And

Sheldon Hewlett Tenant

Greater Sudbury Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Sheldon Hewlett (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 and 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 8, 2026.

Only the Landlord's agent, Suzette Pellerin, attended the hearing.

As of 10:05 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:

Preliminary Issue

Application is amended

1. The Landlord's agent requested that the application be amended to reduce the amount claimed for damages from \$1,249.00 to \$1,105.00. Despite the Tenant failing to attend the hearing, I exercised my discretion to amend the application given that there was no prejudice to the Tenant in doing so.

The Application

2. 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 between the Landlord and the Tenant is terminated. The Tenant shall pay the Landlord \$1,291.00.
3. The Tenant was in possession of the rental unit on the date the application was filed.

Substantial Interference

4. On July 11, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination alleging that the Tenant allowed trespassed individuals into the residential complex and his unit during the period June 5 and July 7, 2025,
5. Having delivered a valid first N5 notice, 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).
6. On November 25, 2025, the Landlord gave the Tenant a second N5 notice of termination alleging that the Tenant and or an occupant of the Tenant's unit had issued verbal threats to the Landlord's staff, were spitting and throwing items from the unit window into an area where children were playing, had tampered with the smoke detector inside the unit, were harassing Landlord contractors and created unsafe conditions in the unit, resulting in flood damage in the amount of \$1,249.00.
7. The Landlord's agent testified that a children's program operated out of the common room located in the basement of the residential complex. She produced an email dated October 23, 2025 from Chrystine Jolin, a worker at the children's program [Doc 7057500, pages 9 and 10] complaining about pizza crusts and lit cigarettes being thrown from an apartment window above the children's outside play area. Those incidents took place on September 22, October 7, 9 and 22, 2025. Police attended at the property and determined that the incidents occurred from the window located in the Tenant's unit. Police cautioned the Tenant's guests not to throw items out of the window.
8. The Landlord's agent said that a major flood originated from the Tenant's unit on November 9, 2025, causing water to leak into the basement. A plumber attended at the unit on an emergency basis. The Landlord produced a copy of the plumber's invoice dated November

9, 2025 [Doc 7057500, pages 13 and 14] confirming the Landlord paid \$1,249.10 for the service call. She stated that the Landlord is not seeking the HST portion of that invoice.

9. The Landlord's agent stated that the technician notes on page 2 of the invoice confirm that the plumber discovered that both the toilet and the bathtub were blocked and that the cause of the blockage *"consisted of a rage with blood on it, along with needle tips and rubber bands commonly used to wrap around arms for injection. Observed individuals in the unit engaging in drug activity and acting aggressively. PPE was required throughout the service as the unit was heavily infested with bugs and presented a high contamination risk."*
10. The Landlord's agent produced photographs of the Tenant's bathroom taken during the plumber's attendance at the unit [Doc 7057500, pages 15 and 16]. The photographs show the bathtub almost full of filthy water. She stated that since the toilet was blocked, it was evident that the bathtub was being used as a toilet instead.
11. The Landlord's agent stated that when she inspected the unit on November 10, 2025, she discovered that the smoke detector had been disarmed and that there were multiple people in the unit, including one person passed out in the closet.
12. The Landlord's agent produced an incident report dated November 13, 2025 [Doc 7057500, page 12] regarding unknown individuals harassing one of the Landlord's cleaners by following them around the building. After reviewing surveillance video, it was determined that the individuals were guests of the Tenant. The N5 notice was delivered to the Tenant shortly thereafter.
13. The Landlord's agent stated that the Tenant is becoming increasingly aggressive. He now approaches other Tenants, yelling and harassing them, if he finds out that they have complained about him. She stated that there have also been further leaks originating from the Tenant's unit.
14. Based on the uncontested evidence before me, I am satisfied that the Tenant, an occupant of the Tenant's rental unit or a person permitted in the residential complex by the Tenant has caused damage to the rental unit, has harassed the Landlord's staff, contractors and other tenants and has tampered with the fire safety equipment in the unit.
15. I find that this conduct substantially interferes with a lawful right, privilege or interest of the Landlord, as well as other tenants' reasonable enjoyment of the residential complex.
16. I am also satisfied that the Tenant, an occupant of the rental unit or a person permitted in the residential complex by the Tenant has wilfully or negligently caused undue damage to the rental unit by flushing in appropriate items in the toilet (i.e. rags, needle tips, rubber bands) causing a blockage, then causing a further blockage in the bathtub resulting in flood damage to the unit. I find that the Landlord incurred a cost of \$1,249.10 to repair that damage.

Daily compensation and rent deposit

17. The Tenant was required to pay the Landlord \$113.40 in daily compensation for use and occupation of the rental unit for the period from December 10, 2025 to January 8, 2026.

18. Based on the monthly rent, the daily compensation is \$3.78. This amount is calculated as follows: \$115.00 x 12, divided by 365 days.
19. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
20. There is no last month's rent deposit.

Relief from eviction

21. The Landlord's agent stated that the Tenant was homeless prior to commencing his tenancy at the residential complex and believes that he may have issues with addiction. She stated that there are client navigators working with the Tenant and that the Landlord has been trying to move the Tenant into a residential complex that provides additional support with mental health and addiction. However, the Tenant refuses to co-operate or move. Given that the Tenant's behaviour is becoming more aggressive and tampering with the fire safety equipment poses a threat to other residents in the building, the Landlord requested that the tenancy be terminated.
22. While the Landlord has a duty to accommodate, meaning that the Landlord must make every reasonable effort possible to assist the Tenant, accommodation is a two-way street, meaning the Tenant must also be willing to co-operate and work with the Landlord. If the Tenant refuses to work with the Landlord, then he is not entitled to relief from eviction.
23. 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 Tenant did not attend the hearing to provide evidence of his circumstances.

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 \$113.40, which represents compensation for the use of the unit from December 10, 2025 to January 8, 2026.
5. The Tenant shall also pay the Landlord compensation of \$3.78 per day for the use of the unit starting January 9, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$1,105.00, which represents the reasonable costs of repairing the damage to the rental unit.

7. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
8. The total amount the Tenant must pay the Landlord is \$1,291.00.
9. 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

Karen Gonçalves
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 20, 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.