



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

File Number: LTB-L-097724-25

In the matter of: 2, 170 HICKLING TRAIL
BARRIE ON L4M5T8

Between: Anna Moore Group on behalf of Vignahara Corp. Landlord

And

Calvin Felepchuk Tenant

Anna Moore Group on behalf of Vignahara Corp. (the 'Landlord') applied for an order to terminate the tenancy and evict Calvin Felepchuk (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
- wilfully or negligently caused damage to the premises

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.

This application was heard by videoconference on February 3, 2026. The Landlord's Agents, K. Coghlon (KC) and S. Ataikiru (SA), the Landlord's Legal Representative, J. Fiegehen and the Tenant attended the hearing.

Preliminary Issue:

The hearing proceeded at 10:22 a.m., and by 10:48 a.m., I observed the Tenant was no longer present at the hearing. I stood the matter down until 11:15 a.m., to allow the Tenant to return and participate in the event that he was accidentally disconnected. The Tenant did not rejoin the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated.

2. On November 11, 2025, the Landlord gave the Tenant a Notice to End your Tenancy for Interfering with Others, Damage or Overcrowding (N5) with a termination date of December 2, 2025. The Landlord indicated in the notice that on September 15, 2025, they incurred cleaning costs of \$565.00 because the Tenant, after a fall, defecated and urinated on the floor of a communal area; and on November 3, 2025, an inspection of the rental unit revealed the unit was cluttered with empty beer cans, garbage, boxes, blankets, and food.
3. In support of the allegations, the Landlord's Agents testified that the residential complex is a licensed rooming house containing six units. On September 15, 2025, the Landlord was notified by other residents that the Tenant had been on the floor of the living room for three days and laid in his own feces and urine. Emergency services were contacted for the Tenant and the Landlord incurred costs of \$565.00 to clean up the soiled area.
4. Following the service of the notice of termination, the Landlord inspected the rental unit on November 19, 2025, and found it to be in the same or similar condition as it was on November 3, 2025. A review of the pictures presented by the Landlord on November 3, 2025, and November 19, 2025, shows a sizeable number of beer cans on tables and all over the floor; empty boxes; and cloths on the floor. The exposed mattress had stains which the Landlord claimed originated from feces and urine.
5. Another inspection was conducted on January 30, 2026, and the pictures from that inspection showed the condition of the unit had improved considerably although the bed was unmade with blankets strewn on it. The Landlord testified that there were bedbugs on the door and doorframe of the rental unit.
6. Section 64(3) of the *Residential Tenancies Act, 2006* (the Act) provides that a first N5 is voided if the Tenant, within seven days after receiving the notice, stops the conduct or activity or corrects the omission complained about. In this case, the 7-day voiding period ran from November 12, 2025, to November 18, 2025. The Tenant did not void the notice by cleaning the rental unit.
7. Based on all the evidence, I am satisfied that the Tenant substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlords or another tenant by leaving the rental unit in a continued state of clutter on November 19, 2025, despite receipt of the notice of termination. The tenancy is terminated on this ground.
8. Regarding the allegation of wilful or negligent damage, section 89(1) of the Act permits the Landlord to seek an order requiring the Tenant to pay reasonable costs that the landlord has incurred or will incur for the repair of or, where repairing is not reasonable, the replacement of damaged property, if the Tenant, another occupant of the rental unit or a person whom the Tenant permits in the residential complex wilfully or negligently causes undue damage to the rental unit or the residential complex.
9. In this case, there is no question that the Landlord incurred costs of \$565.00 to clean up the living room as a copy of the invoice dated September 19, 2025, was provided as evidence at the hearing. However, the Tenant did not cause damage to any property which had to be repaired or replaced as contemplated by section 89 (1) of the Act. As a result, the reimbursement sought by the Landlord will not be granted.

Relief from Eviction

10. The Tenant has resided in the rental unit for approximately four years and is a senior on a pension.
11. Although the state of the rental unit was improved on January 30, 2026, the Tenant did not remain at the hearing to provide evidence on the Landlord's allegations or his circumstances. A conditional order giving the Tenant an opportunity to continue the tenancy by bringing the rental unit to an ordinary state of cleanliness would be inappropriate in this circumstance.
12. The Landlord collected a rent deposit of \$700.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$67.32 is owing to the Tenant for the period from February 1, 2022, to February 3, 2026.
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 not be unfair to postpone the eviction until March 10, 2026, pursuant to subsection 83(1)(b) of the Act. Additional time is given to the Tenant to secure alternative accommodation.

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 March 10, 2026.
2. If the unit is not vacated on or before March 10, 2026, then starting March 11, 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 March 11, 2026.
4. The Landlord shall apply the last month's rent deposit of \$700.00 and the interest on the last month's rent deposit, \$67.32, to the last month of the tenancy.

February 10, 2026
Date Issued

Jitewa Edu
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 September 11, 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.