



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

File Number: LTB-L-088153-25

In the matter of: Basement Unit, 11 COURTICE CRES
Collingwood ON L9Y4N7

Between: Scott Strandholt Landlord
Cynthia Strandholt

And

Bricen Farrow Tenant
Kylie West

Scott Strandholt and Cynthia Strandholt (the 'Landlord') applied for an order to terminate the tenancy and evict Bricen Farrow and Kylie West (the 'Tenant') because:

- 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

Scott Strandholt and Cynthia Strandholt (the 'Landlord') also applied for an order requiring Bricen Farrow and Kylie West (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 12, 2026.

Only the Landlords attended the hearing.

As of 11:39 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:

1. 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 and the Tenant shall pay to the Landlord \$1,339.00.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination:

3. On September 12, 2025, the Landlord gave the Tenant a voidable N5 notice of termination. The notice of termination alleged that the Tenant, their occupant or their guest substantially interfered with the reasonable enjoyment of other tenants on July 9, 2025, August 9, 2025 and August 28, 2025 due to disturbances onsite that led to police attending the residence. The notice of termination further alleged that the Tenant, their occupant or guest wilfully or negligently caused damage to a sliding door on July 9, 2025, with damage being estimated at \$1,153.00.
4. The Landlord (SS) testified that on July 9, 2025, he was notified that police were at the residence. The Tenant texted SS and told him police were in attendance due to fighting between the Tenant and their guests at the residence. The Tenant also informed SS that a sliding door inside the unit was crushed during the fight and the Tenant threw it outside. SS testified that the Tenant texted him and said he could pay for the damages.
5. SS testified that what had been broken was a bi-fold door for the walk-in closet in the bedroom. SS stated that he got a quote from Home Depot that a new door would be \$1,153.00. No documentary evidence of the estimate was provided and SS testified that they had not fixed the door yet.
6. On August 9, 2025, SS testified that neighbours notified him that police were called to the residence again due to reports of yelling and fighting in the unit. SS further testified that guests from within the unit were fighting on the driveway and front lawn.
7. On August 28, 2025, SS was notified by the upstairs tenant that police attended the unit again. SS testified that Tenant BF was arrested for throwing a beer bottle at a police officer. On this date the upstairs tenant complained that the Tenants have people attending the residence at all hours of the night and thinks they are dealing drugs.
8. After the N5 Notice was served, there were no incidents involving police attendance within 7 days after receiving the N5 notice of termination. As a result, I am satisfied that the Tenant voided this portion of the N5. However, the Tenant did not repair the damage, pay the Landlord reasonable costs to repair the damage or make arrangements satisfactory to the Landlord within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the portion of the N5 notice of termination relating to the undue damage. I am satisfied on a balance of probabilities that the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.

Rent Deposit and Costs:

9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Board issued an eviction order resolving the Landlord's L1 application in LTB-L-083002-25. That L1 order accounts for the Tenant's rent deposit and interest owing on the deposit, and therefore I decline to account for it in this order.

Compensation for damages:

11. Based on my finding above, I am satisfied on a balance of probabilities that the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex. The Tenant, their occupant or guest damaged a sliding bi-fold door for the walk-in closet for the bedroom. The Tenant informed the Landlord of the damage and that they would pay for it.
12. SS testified that he had not provided supporting documentation as he had not fixed the sliding bi-fold door for the closet yet. SS testified that he received an estimate from home depot on the cost, however, due to ongoing issues with the Tenant, SS has not ordered the doors yet.
13. I am satisfied on a balance of probabilities that the Landlord will incur reasonable costs of \$1,153.00 to repair the damage.

Section 83 Considerations:

14. The Landlord testified that they have an order for eviction from an L1 application with an eviction date of January 16, 2026 due to non-payment of rent since September 2025. The Landlord further testified they have a hearing for N6 and N7 notices of termination regarding an incident on October 19, 2025 where the upstairs tenant sent a video that a guest of the Tenant had a gun in his belt and one guest was sprayed with bear spray by another guest of the Tenant.
15. The Landlord testified that they have received multiple complaints from neighbours that they are frightened by the ongoing police activity and ongoing traffic in and out of the home.
16. The Landlord testified that the incidents have been hard on the upstairs tenant as she is an older woman receiving Ontario Disability Support Program (ODSP).
17. The Tenant did not attend the hearing and thus I did not hear any evidence or submissions from them regarding their circumstances. The Landlord was not aware of any relevant section 83 considerations for the Tenant.
18. 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 28, 2026.
2. If the unit is not vacated on or before February 28, 2026, then starting March 1, 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 1, 2026.
4. The Tenant shall pay to the Landlord \$1,153.00, which represents the reasonable costs of repairing the damaged property.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Landlord does not pay the Tenant the full amount owing on or before February 28, 2026, the Landlord will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.

February 17, 2026

Date Issued

Allana McComb

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 1, 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.