



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

File Number: LTB-L-093331-25

In the matter of: 24 HYSLOP ST
CHATHAM ON N7M4X1

Between: Michael Grenier Landlord

And

Jordan Hooper Tenant
Lynn Ouellette

Michael Grenier (the 'Landlord') applied for an order to terminate the tenancy and evict Jordan Hooper and Lynn Ouellette (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 February 11, 2026.

Only the Landlord attended the hearing.

As of 12:33 p.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.

I will note the Tenant disconnected from the videoconference at approximately 11:34 a.m. This matter began at 12:33 p.m. I allowed the Tenant 1 hour to reconnect in the event that the Tenant may have had to travel or get to another location to reconnect to the video conference or by phone. The Tenant never reconnected to the phone/video line.

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.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. *N5 Notice of Termination- Substantial interference*

On August 13, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination. Which was deemed served on August 13, 2025. The Landlord testified that on or about August 7, 2025, he received a letter from the natural gas company that gas was disconnected from the rental unit. He stated that when he inspected the rental unit on September 1, 2025, the gas was reconnected. He could not provide a date of reconnection other than September 1, 2025, was when he first noticed the gas reconnected, 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).

4. On November 3, 2025, the Landlord gave the Tenant a second N5 notice of termination, which was deemed served on November 3, 2025, with a termination date of November 18, 2025. The notice of termination contains the following allegations:
 - The Landlord testified that on August 25, 2025, he was delivering another stove to the rental unit and noticed an active cockroach infestation. Shortly, after this visit the Landlord stated he would arrange and pay for pest control to visit the rental unit to examine these issues.
 - He proceeded to schedule for the cockroach treatment and posted notice to the Tenant on October 10, 2025, with instructions on how to prepare the rental unit for treatment.
 - On October 10, 2205, Canadian Pest solutions attended the rental unit and advised the Landlord that the living room and bedroom were un sprayable, as the rooms had not been prepared for treatment. The Landlord advised that the treatment perform would be ineffective given these two rooms were un sprayable.
 - Lastly, the Landlord testified that on October 24, 2025, he received a notice from the City of Chatham received that a complaint had been made regarding bulk items and non-collectable items being deposited at the curb of the rental unit. On October 29, 2025, the Landlord drove by the property and noticed that the bulk items had been removed were removed.
 - The Landlord further noted that on November 5, 2025, he again attended the rental unit and observed that the side entry was filled with garbage bins and other items. He also observed that the side door had a silver covering over the glass and was unsure whether the door or the glass was damaged.
 - The Landlord conducted an inspection on November 11, 2025, and observed that the original side entry door had been replaced. He noted that the replacement door did not have a doorknob and stated that although he was uncertain of the full extent

of the damage, the door frame appeared visually damaged because the wrong door size had been installed and insulated. He also observed a large amount of garbage visible along the fence and in the backyard, which he stated was in violation of the Municipal By-law.

5. This conduct has substantially interfered with the Landlord's and the other tenants' reasonable enjoyment of the residential complex. I find that the Tenant replaced the side entry door with a different size, and failed to install a doorknob, which potentially damaged the door frame in this process.
6. The Landlord has the right to maintain the integrity of the rental unit. Installing a door that does not fit the frame and without a doorknob compromises the building security. It forces the Landlord to spend time and money on repairs to restore the unit to its original and safe condition.
7. The Landlord also received a formal complaint from the City of Chatham regarding bulk items. Additionally, the Landlord has made his own observations such as garbage along the fence and backyard which may lead to recurring by-law violations. I find this interferes with the Landlord's rights as the Landlord would be held liable by the municipality or City of Chatham for the property's condition and potential costs of garbage removal.
8. *Daily compensation, NSF charges, rent deposit*

The Tenant was required to pay the Landlord \$2,731.90 in daily compensation for use and occupation of the rental unit for the period from November 19, 2025 to February 11, 2026.

9. Based on the monthly rent, the daily compensation is \$32.14. This amount is calculated as follows: $\$977.50 \times 12$, divided by 365 days.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$850.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$23.30 is owing to the Tenant for the period from January 1, 2025 to February 11, 2026.
12. *Relief from eviction*

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 March 6, 2026.
2. If the unit is not vacated on or before March 6, 2026, then starting March 7, 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 7, 2026.
4. The Tenant shall pay to the Landlord \$2,731.90, which represents compensation for the use of the unit from November 19, 2025 to February 11, 2026.
5. The Tenant shall also pay the Landlord compensation of \$32.14 per day for the use of the unit starting February 12, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenant must pay the Landlord is \$2,044.60.
8. If the Tenant does not pay the Landlord the full amount owing on or before March 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 7, 2026 at 4.00% annually on the balance outstanding.

February 23, 2026
Date Issued

Anthony Bruno
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 7, 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.