



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

File Number: LTB-L-092083-25

In the matter of: 4, 235 CONACHER DR
KINGSTON ON K7K7B9

Between: Kingston Home Base Non Profit Housing Inc. Landlord

And

David Jones Tenant

Kingston Home Base Non Profit Housing Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict David Jones (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.

Kingston Home Base Non Profit Housing Inc. (the 'Landlord') also applied for an order requiring David Jones (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 February 9, 2026.

Only the Landlord's Agent, Torrie Hawley, and the Landlord's Legal Representative, Nicola Diak, attended the hearing.

As of 9:42 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 application is granted, the tenancy is terminated and compensation awarded as detailed below.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On October 16, 2025, the Landlord gave the Tenant an N5 notice of termination, deemed served the same day, with a termination date of November 30, 2025. The notice of termination contains the following allegations:
 - a) Using illegal substances in the presence of maintenance staff, causing serious bodily harm by inhalation and second-hand ingestion;
 - b) Leaving drug paraphernalia around the complex, including needles and traces of fentanyl that can harm other people;
 - c) Allowing individuals at your unit who appear to be under the influence of illegal substances and who behave unpredictably, and who are on the No Trespass List;
 - d) Being loud and disruptive, including yelling and talking very loudly, especially in the nighttime hours; and
 - e) Causing damages to the unit, in particular the back window and door of the unit, and clogging the toilet with large non flushable items. The total cost to repair these damages is \$4,165.00.
4. The Tenant did not stop the conduct or activity within seven days after receiving the N5 notice of termination (October 17-23, 2025); specifically, the Tenant continued to expose the Landlord's staff to illegal substances and potentially dangerous drug paraphernalia. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (the 'Act').
5. The Tenant also did not repair the damage, pay the Landlord the reasonable costs to repair the damage or make arrangements satisfactory to the Landlord within seven days after receiving the N5 notice of termination (October 17-23, 2025). Therefore, the Tenant did not void the N5 notice of termination in accordance with section 62(3) of the Act.
6. The Landlord submitted into evidence copies of security reports outlining the issues that led to the issuance of the N5. The evidence outlined that maintenance staff from the Landlord were called to the Tenant's unit to unclog a toilet. While in the Tenant's unit, the Tenant is alleged to have deliberately exposed the Landlord's staff to smoke from an illegal substance, causing the Landlord's staff member health issues.
7. The Landlord submitted into evidence photographs of the unit taken during an inspection undertaken by the Landlord just after the voiding period. The photographs depict significant amounts of drug paraphernalia in the rental unit, which the Landlord contends exposes staff to significant hazards in the completion of their duties.

8. The Landlord's Agent testified that the Tenant had caused damage to the rental unit's door and clogged the toilet through negligence and submitted into evidence copies of invoices for the repair of the door, as well as the plumber's invoice. These invoices total \$4,165.00 (\$4,030.00 for the door, \$135.00 for the plumber).
9. The Landlord indicated that the Tenant accepted responsibility for the damages and entered into a payment plan with the Landlord to reimburse these costs. A copy of the payment plan was entered into evidence and the Landlord provide testimony that the Tenant partially fulfilled the payment plan, paying \$2,000.00 of the costs up until August 2025.
10. I find that the Tenant, has substantially interfered with the Landlord's and the other tenants' reasonable enjoyment of the residential complex through their unsafe storage and disposal of drug paraphernalia.
11. I further find 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.
12. The Landlord has incurred reasonable costs of \$2,165.00 to repair the damage.

Compensation

13. The Tenant was required to pay the Landlord \$1,218.36 in daily compensation for use and occupation of the rental unit for the period from December 1, 2025 to February 9, 2026.
14. Based on the monthly rent, the daily compensation is \$17.16. This amount is calculated as follows: \$522.00 x 12, divided by 365 days.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. There is no last month's rent deposit.

Relief from eviction

17. 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.
18. The Tenant did not attend the hearing and did not present evidence on this issue and the Landlord was unaware of any circumstances that would favour refusal or postponement of eviction.
19. The Landlord submitted that they have coordinated new accommodation for the Tenant in transitional-style housing that is more suitable to his current needs. This accommodation will be available to the Tenant as of March 1, 2026.

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 \$1,218.36, which represents compensation for the use of the unit from December 1, 2025 to February 9, 2026. Any amounts paid by the Tenant since December 1, 2025 shall be credited to this amount owing.
5. The Tenant shall also pay the Landlord compensation of \$17.16 per day for the use of the unit starting February 10, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$2,165.00, which represents the reasonable costs of repairing the damage and replacing the damaged property.
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 for damages and the application fee is \$2,351.00.
9. If the Tenant does not pay the Landlord the full amount owing on or before February 28, 2027, the Tenant will start to owe interest. This will be simple interest calculated from February 28, 2027 at 4.00% annually on the balance outstanding.

February 24, 2026
Date Issued

Curtis Smith
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.