



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

File Number: LTB-L-081306-25

In the matter of: 3, 361 MELVIN AVE
SUDBURY ON P3C4X2

Between: WILLIAM JACKSON Landlord

And

PAUL CAMERON Tenant

WILLIAM JACKSON (the 'Landlord') applied for an order to terminate the tenancy and evict PAUL CAMERON (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 has been persistently late in paying the Tenant's rent.

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 January 12, 2026. The Landlord, the Landlord's Legal Representative, Jennifer Murray, and the Tenant attended 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 application is granted and the tenancy is terminated as detailed below.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

3. On August 18, 2025, the Landlord gave the Tenant an N5 notice of termination, deemed served on August 23, 2025, with a termination date of September 20, 2025. The notice of termination contains the following allegations: that the Tenant failed to remove garbage, debris and personal belonging from the yard of the residential complex after being directed to do so by the Landlord.

4. The Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination (August 24 – 30, 2025). Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
5. The Landlord testified that:
 - a) He received numerous complaints from other tenants in the residential complex about the state of the yard;
 - b) He conducted an inspection of the yard of the residential complex on August 7, 2025 and there was significant amounts of garbage, debris and personal belongings in the yard, attributed to the Tenant;
 - c) He asked the Tenant to clean the yard up;
 - d) Of particular concern were five (5) bikes chained to the steel frame surrounding the residential complexes gas meter. The Landlord indicated that these bikes being chained to the gas meter and gas meter cage constituted a safety hazard;
 - e) He provided into evidence photographs, taken August 13, 2025, portraying significant piles of debris and garbage in the yard;
 - f) He further provided into evidence photographs, taken September 24, 2025. These photographs showed much of the same debris in the yard as there was in the August 13, 2025 photographs;
 - g) He was on the property during the period August 24-30, 2025 and there was no discernable change in the level of clutter in the yard; and
 - h) He received a by-law notice from the City regarding the debris in the yard on October 20, 2025. He ultimately undertook to clean the yard up himself around the end of October 2025.
6. The Tenant did not contest that there was significant debris in the yard. He indicated that the issue was not as bad as the Landlord was portraying it and that the Landlord was “trumping things up”.
7. Based on the evidence and submissions before the Board, I find that the Tenant, by failing to remove debris, garbage and personal belongings attributable to them from the yard of the residential complex, has substantially interfered with the reasonable enjoyment of the residential complex by the Landlord and other tenants.

N8 Notice of Termination

8. On August 15, 2025, the Landlord gave the Tenant an N8 notice of termination deemed served on August 20, 2025, with a termination date of October 31, 2025. The notice of termination alleged that the Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent has been paid late 7 times in the past 8 months, as follows:

Monthly Rent Due	Date Monthly Rent Paid
January 1, 2025	January 4, 2025
February 1, 2025	February 2, 2025
March 1, 2025	March 4, 2025
April 1, 2025	April 1, 2025 (on time)
May 1, 2025	May 3, 2025
June 1, 2025	June 4, 2025
July 1, 2025	July 6, 2025
August 1, 2025	August 7, 2025

9. The Landlord submitted that, since the issuance of the N8 notice, the Tenant has paid rent late 4 times in 5 months, as follows:

Monthly Rent Due	Date Monthly Rent Paid
September 1, 2025	September 9, 2025
October 1, 2025	October 6, 2025
November 1, 2025	December 18, 2025
December 1, 2025	December 1, 2025 (on time)
January 1, 2026	Not paid as of hearing date

10. The Tenant did not contest any of the Landlord's evidence.
11. Based on the evidence and submissions before the Board, I am satisfied that the Tenant has failed to pay the lawful monthly rent in full and on time and, therefore, has been persistently late in paying the monthly rent.

Compensation

12. The Tenant was required to pay the Landlord \$3,740.34 in daily compensation for use and occupation of the rental unit for the period from September 21, 2025 to January 12, 2026.
13. Based on the monthly rent, the daily compensation is \$32.81. This amount is calculated as follows: \$998.00 x 12, divided by 365 days.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

15. The Landlord collected a rent deposit of \$950.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$88.63 is owing to the Tenant for the period from March 1, 2022 to January 12, 2026.
16. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

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 Landlord indicated that, due to the Tenant's actions, he has received numerous complaints from other tenants and the City and that he has kept 2/6 units in the residential complex vacant as a result of the Tenant's failure to maintain the yard in a clean state.
19. The Tenant indicated that he has not been looking for a new place to live and that he anticipates that it would take him three months to find new accommodations. His main source of income is ODSP.

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 1, 2026.
2. If the unit is not vacated on or before March 1, 2026, then starting March 2, 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 2, 2026.
4. The Tenant shall pay to the Landlord \$3,740.34, which represents compensation for the use of the unit from September 21, 2025 to January 12, 2026. Any amounts paid by the Tenant since September 21, 2025 shall be credited to this amount owing.
5. The Tenant shall also pay the Landlord compensation of \$32.81 per day for the use of the unit starting January 13, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. If the Tenant does not pay the Landlord the full amount owing on or before March 1, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 2, 2026 at 4.00% annually on the balance outstanding.

February 18, 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 2, 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.