



**Order under Section 69 / 88.1 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-088713-25

In the matter of: UPPER, 2391 FITZROY STREET
FITZROY HARBOUR ON K0A1X0

Between: MARFATIA INC. Landlord

And

KYLE ACRES Tenant

MARFATIA INC. (the 'Landlord') applied for an order to terminate the tenancy and evict KYLE ACRES (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.

MARFATIA INC. (the 'Landlord') also applied for an order requiring KYLE ACRES (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.

MARFATIA INC. (the 'Landlord') also applied for an order requiring KYLE ACRES (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on January 20, 2026.

The Landlord's Legal Representative, Catheryn Stewart, the Landlord's Agent, Tejal Marfatia, the Tenant's Support Person, Amy Sims, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, that portion of the application is dismissed. However, the Landlord is entitled to compensation totalling \$452.00 for the invoice to cleanup the outside of the rental property.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On September 23, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the following allegations:
 - a) the Tenant causes disturbances to neighbouring businesses including a school
 - b) the Tenant has exhibited disturbing and aggressive behaviour toward the Landlord and customers of the business located below the rental unit
 - c) the Tenant changed the locks to the rental unit sometime in January 2025
 - d) the Tenant is known to use illicit drugs
 - e) The Tenant has posted threats of violence which includes threats of death towards individuals and the business located below and beside the Tenant's unit
 - f) The Tenant threw paint, a mattress and glass ware on the road in front of the rental unit on August 17, 2025
 - g) The Tenant damaged the air conditioning unit at another unit on August 17, 2025
 - h) The Tenant has failed to provide his rental insurance information to the Landlord
 - i) The Tenant required to pay the Landlord \$732.24 for damages for the electrical bill
 - j) The Tenant caused damage to the electrical outlet between September 7, 2025, and September 8, 2025
 - k) The Tenant has failed to maintain a Hydro One account as per his lease

Location of the Unit

4. The Landlord testified that the rental unit is located on the upper level of a building, with businesses located below. Below the rental unit is a store that includes, LCBO products, a convenience store, a beer store, and a post office. The rental unit shares an adjoining wall

with the neighbouring which is a pizza and fast-food place. In addition, there is a children's playground near the unit, and on the other side of the store there is an elementary school.

5. The Landlord further testified that there is a lot foot traffic in front of the building, and this is the only major crossing in the town. There are more than 500 people crossing daily, and around 350 people walk the businesses located below and beside the rental unit.
6. The Landlord's evidence about the location of the rental unit was not disputed by the Tenant.

Inadequate reasons and details

7. In *Ball v Metro Capital Management Inc.* [2002] OJ No 5931 (Div Ct)] the Divisional Court considered subsection 43(2) of the *Residential Tenancies Act, 2006* (Act) and found that the purposes of requiring that a landlord provide reasons and details on a notice given pursuant to the Act was to:
 - (a) allow the tenant to be in a position to know the case to be met before the Board;
 - (b) allow the tenant to decide whether or not to dispute the allegations made by the landlord; and, in the case of a voidable notice,
 - (c) allow the tenant to stop the conduct or activity or correct the omission.
8. The Divisional Court found that, to be in compliance with subsection 43(2), a notice should include dates and times of the alleged conduct, together with a detailed description of the alleged conduct.
9. Applying the test in *Ball*, I am not satisfied that some of the allegations include in the N5 notice served by the Landlord contain sufficient reasons and details as there is no mention of any date and time of the alleged conduct, which is described in very general terms
10. More specifically, I find that following allegations in the N5 cannot be considered because of insufficient reasons and details:
 - The Tenant is known to use illicit drugs
 - The Tenant has posted threats of violence which includes threats of death towards individuals and the business located below and beside the Tenant's unit

The Tenant damaged the air conditioning unit at another unit on August 17, 2025

11. The Landlord testified and provided a photograph of the wiring for air conditioning unit for the business located at the side of the building appeared to be ripped off. The location of

the air conditioning would have allowed for the public, or anyone walking past the rental property to cause the damage.

12. The Landlord testified that the air conditioner was working properly on August 16, 2025, and by the morning of August 17, 2025, it was not working and that was when he took the photograph to show it looked to be ripped off.
13. The Landlord testified under cross examination that he did not have a video or proof that the Tenant was the one who caused this damage as it happened at night, but he assumed it was the Tenant.
14. The Tenant cross examined the Landlord, and the Landlord testified that he does not have a video of this, as it happened sometime in the night.
15. I am not satisfied that the Landlord has established that the Tenant likely caused this damage. As set out above, the parties agree that a high volume of people regularly walk past the building, and the air conditioning unit is located on the side of the building allowing for public access, and there is no persuasive evidence that it was the Tenant who did this.

The Tenant threw paint on the road in front of the rental unit & the Tenant threw glass ware and a mattress on August 17, 2025 & The Tenant caused damage to the electrical outlet between September 7, 2025, and September 8, 2025

16. It was not disputed by the parties that the Tenant threw paint on the road. The date was not determined, but the Landlord did provide photograph evidence dated August 17, 2025.
17. The Landlord testified and provided an email as evidence that on August 16, 2025, that he sent an email about the garbage and complaints about the garbage to the Tenant. The Landlord provided photograph evidence of the glassware on the road dated August 17, 2025.
18. The Landlord provided evidence documentation of an invoice for \$452.00.
19. The Landlord testified and provided evidence from August 16, 2025, in relation to the garbage, mattress outside, and other household furniture. In addition, the Landlord testified this is an ongoing issue with the Tenant.
20. The Tenant testified that he did not see the Landlord's email in relation to the items on the lawn as he admitted himself into the hospital on August 17, 2025, and was in the hospital for 8 days. The Tenant testified he might have thrown these items on the lawn, but he was suffering from substance abuse when this happened, and that is why he admitted himself into the hospital.
21. The Tenant further testified and provided evidence that he was discharged August 26, 2025, and was put on medication and provided evidence documentation to support this. The Tenant testified and provided evidence from his counsellor dated January 16, 2026, that he has been engaged in counselling due to his substance abuse and the Tenant is focused on relapse prevention and his mental health.

22. The Tenant testified these allegations within this paragraph were an isolated incident and that it has not occurred again. That he rectified the issues when he was out of the hospital and provided photo documentation as evidence to show that the items were no longer there.
23. The Tenant further testified he has resided at the property for 8 years, and he has never received a notice like this from the Landlord before. The Tenant testified this was an isolated incident and that it has not occurred again, and that he knew he had a problem and that was why he admitted himself into the hospital to get help.
24. After considering both the parties' testimony and evidence, I am satisfied that the Tenant threw paint on the road and threw glass ware on the road as this was not disputed. However, there was no evidence or submissions provided of any additional incidents of this nature during the 7 day voiding period after the N5 notice was served on September 23, 2025. Therefore, the Tenant voided this portion of the N5 Notice as the Tenant stopped the conduct or activity and corrected the behaviour pursuant to section s.64(3) of the Act.
25. The Landlord testified that the Tenant tried to remove the paint off the road himself on either September 7, 2025, or September 8, 2025. He plugged in a high-pressure washer cleaner, and due to it being a high-pressure pump, it caused all the breakers to go off and the air conditioning stopped working in another unit. The Tenant does not dispute this but was not aware that by plugging in the presser washer it would cause the breaker to trip and the air conditioning in another unit to not work
26. The Landlord provided an invoice as evidence in the amount of \$648.00+ HST, totalling \$732.24, for the ripped wires, and the breaker and air conditioning issue.
27. I am not satisfied that the Tenant willfully or negligently caused damage to the electrical outlet or the air conditioning unit as the Tenant's testimony establishes that this incident occurred while he was attempting to comply with the N5 Notice of termination and clean the paint off the road, and this was not challenged during cross examination.

The Tenant has failed to provide his rental insurance information to the Landlord

28. The Landlord failed to provide any evidence or submissions in relation to this issue.
29. The Tenant testified and provided documentation evidence that he provided the Landlord proof of his rental insurance, and that the Landlord should have a copy of this.
30. The Tenant further testified under cross examination that he provided the Landlord with his renters insurance immediately sometime in September when he obtained a copy of the new insurance.
31. I am not satisfied that the Landlord has proven that the Tenant has failed to provide him rental insurance as the Landlord did not provide any evidence or testimony about this, and the Tenant provided uncontested evidence and testimony that he did provide the Landlord with this information.

The Tenant has failed to maintain a Hydro One account as per his lease

32. The Landlord did not provide any evidence or testimony in relation to this issue.
33. The Tenant provided testimony and evidence that the Hydro One account is in his name, and it is current and up to date.
34. I am not satisfied that the Tenant has failed to maintain the Hydro One account as per his lease as the Tenant provided uncontested testimony and evidence that was not challenged in cross examination.

The Tenant changed the locks to the rental unit sometime in January 2025

35. There was no evidence or testimony before me in relation to this issue.
36. Therefore, I am not satisfied the Tenant changed the locks sometime in January 2025.

Compensation claims

37. On the L2 Application the Landlord seeks \$940.16 in compensation for damages and \$244.08 compensation for costs related to substantial interference.
38. The Landlord seeks \$940.16 due to damaged property and the Landlord had occurred these expenses. The Landlord further seeks \$244.08 for reasonable costs occurred due to the Tenant failing to dispose of household items, garbage, and furniture outside the rental unit.
39. I am satisfied to order the Tenant to pay the Landlord \$452.00 for the cleanup of the garbage outside the rental unit, as the Landlord provided an invoice to support this expense for labour services to clean up a mattress, broken furniture, and broken glass on the street. It is reasonable that the Tenant pay the Landlord for this cost.
40. The Landlord provided an invoice as evidence in the amount of \$648.00+ HST, totalling \$732.24, for the ripped wires, and the breaker and air conditioning issue.
41. I am not satisfied that the Tenant willfully or negligently caused damage to the electrical outlet or the air conditioning unit as the Tenant's testimony establishes that this incident occurred while he was attempting to comply with the N5 Notice of termination and clean the paint off the road, and this was not challenged during cross examination.

It is ordered that:

1. The Tenant shall pay the Landlord \$452.00 which represents the cleanup fee for the garbage outside the unit as noted in paragraph 39 of this Order.

2. If the Tenant does not pay the Landlord the full amount owing on or before March 7, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 8, 2026 at 4.00% annually on the balance outstanding.

February 24, 2026
Date Issued

Samantha Greaves
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.