



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

File Number: LTB-L-081495-25

In the matter of: 2, 4459 LONDON LINE
WYOMING ON N0N1T0

Between: O'Neil James Landlord

And

Josh Foubistern Tenant

O'Neil James (the 'Landlord') applied for an order to terminate the tenancy and evict Josh Foubistern (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

The Landlord also applied for an order requiring 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 13, 2026.

Only the Landlord's representative, Samantha Lee, and the Landlord attended the hearing.

As of 9:43 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 in the application. However, the tenancy shall continue if the Tenant meets the conditions below.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination - Wilful or Negligent Damage

3. On September 10, 2025, the Landlord gave the Tenant an N5 notice of termination with the termination date of October 9, 2025. The notice of termination contains the following allegations: on September 3, 2025, the Landlord had taken a photograph of the Tenant's rental unit and it was noted that the Tenant's dog's water bowl had caused damage to the flooring and subfloor of the rental unit.
4. The Tenant 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. Therefore, the Tenant did not void the N5 notice of termination in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (Act).
5. 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.
6. The Landlord submitted into evidence images of the Tenant's dog's water bowl, the rental unit flooring and the images supported the Landlord's claim for damage. As a result of the negligent damage caused by the Tenant, the Landlord will incur reasonable out of pocket expenses in the amount of \$542.56.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

8. 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 not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. The Landlord testified that the Tenant had been living in the rental unit for a number of years and that other than serving them with the N5 notice, there had not been any other conversations with the Tenant in repairing the flooring or paying the outstanding balance.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay to the Landlord \$542.56, which represents the reasonable costs of repairing the damage or replacing the damaged property.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$728.56.

6. If the Tenant does not pay the Landlord the full amount owing on or before March 8, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 9, 2026 at 4.00% annually on the balance outstanding.

February 25, 2026
Date Issued

Vishal Nanda
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.