



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

**File Number:** LTB-L-007232-26

**In the matter of:** 6, 478 WALLACE ST  
WALLACEBURG ON N8A1L3

**Between:** Paul Routley Landlord

**And**

Luke Abraham Noah Tenant

Paul Routley (the 'Landlord') applied for an order to terminate the tenancy and evict Luke Abraham Noah (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 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 26, 2026.

Only the Landlord's Legal Representative, Marc Hooper, attended the hearing. Jeffery Burr ("JB") attended the hearing as a witness for the Landlord.

As of 1:09 p.m. and for the duration of the hearing block, 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. Therefore, the tenancy is terminated as of March 13, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On January 20, 2026, the Landlord gave the Tenant an N5 notice of termination ("N5") with a termination date of February 13, 2026. The notice of termination contains the following allegations:

4. The N5 gave the Tenant the opportunity to void the notice by correcting the behaviour within seven days after the notice was served. The voiding period is January 21, 2026 to January 27, 2026.
5. JB appeared as the Landlord's witness. JB is the neighbour of the Tenant and resides in the unit next to the Tenant.
6. JB testified that he observed two of the Tenant's guests in the hallway using and smoking fentanyl on January 10, 2026. JB called the police and the police arrived to escort the Tenant's guests out.
7. On January 12, 2026, JB testified that the Tenant's guests were loud and using drugs in the hallway and that one individual was passed out in the at the top of the stairs in the common area between JB and the Tenant's units. JB nudged the individual and asked her to leave but she did not and JB subsequently called the police and the police arrived to escort the Tenant's guest out.
8. On January 13, 2026, JB testified that he heard the Tenant's guests knock on the Tenant's door and entered the Tenant's unit. After approximately 15 to 30 minutes, the Tenant's guests came out and then were sleeping in the hallway. There was drug paraphernalia, such as needles, tinfoil, and crack pipes, littered in the common area. JB called the police and the police arrived to escort the Tenant's guests out.
9. On January 14, 2026, JB testified that he was again disturbed by the Tenant's guests in the common areas and called the police for assistance.
10. On January 15, 2026, JB testified that the Tenant's guests were creating excessive noise and kicking doors.
11. On January 26, 2026, JB testified that the Tenant's guests were slamming the building entrance door and that they were yelling and using profanity in the hallway. JB yelled back and the Tenant, from inside his unit, yelled and threaten JB. The Tenant's guests eventually left but left drug paraphernalia, such as tinfoil and a crack pipe, in the hallway.
12. JB testified that the building entrance is secured by a lock but the Tenant leaves the door open for his guest to enter and exit the building. The Tenant's guests would enter the Tenant's unit for 15 to 30 minutes and then proceed to be loud and disruptive in the common areas. The Tenant's guests are the same 10 to 12 people JB sees on a regular basis.

13. Based on the uncontested evidence before the Board, I find that the Tenant and his guests have substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant and that the Tenant did not stop the conduct or activity within seven days after receiving the N5. The witness provided clear and consistent evidence of the noise and mess left by the Tenant's guests on January 26, 2026 during the voiding period. Therefore, the Tenant did not void the N5 in accordance with second 64(3) of the *Residential Tenancies Act, 2006* (Act).
14. 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. The Tenant did not attend the hearing to provide evidence of their circumstances.
15. JB testified that the disturbances have continued since the N5 was served and that he has to call the police every other night or every few nights for assistance. The disturbances occur daily and on repeat. The police would remove the Tenant's guests and they would return after two hours to cause another disturbance. JB testified that he and his family feel unsafe and negatively impacted by the conduct of the Tenant and his guests.

*Daily compensation*

16. There are no arrears as of the hearing date. The Tenant has paid the rent for February 2026. As such, I find it appropriate to order daily compensation for use and occupation of the rental unit starting on March 1, 2026.
17. Based on the monthly rent, the daily compensation is \$26.30. This amount is calculated as follows: \$800.00 x 12, divided by 365 days.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
19. There is no last month's rent deposit.

**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 13, 2026.
2. If the unit is not vacated on or before March 13, 2026, then starting March 14, 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 14, 2026.
4. The Tenant shall pay the Landlord compensation of \$26.30 per day for the use of the unit starting March 1, 2026 until the date the Tenant moves out of the unit.
5. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.

6. If the Tenant does not pay the Landlord the full amount owing on or before March 13, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 14, 2026 at 4.00% annually on the balance outstanding.

**March 2, 2026**  
**Date Issued**

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Vicky Liu  
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 14, 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.