



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

Citation: Stinson v Mitchell, 2026 ONLTB 18808

Date: 2026-03-03

File Number: LTB-L-107989-25

In the matter of: Upstairs Unit, 37 ALLARD ST
SAULT STE. MARIE ON P6B5E7

Between: Leslie Stinson Landlord

And

Nicholas Mitchell Tenant

Leslie Stinson (the 'Landlord') applied for an order to terminate the tenancy and evict Nicholas Mitchell (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the building has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord in a building that has three or fewer residential units and the Landlord resides in the building.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

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 February 3, 2026 at 1:30 p.m.

Only the Landlord's representative Justin Doucette attended the hearing

As of 1:30 p.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.

Preliminary Issue:

Standing of Mr. Doucette

1. Mr. Justin Doucette attended the hearing and provided evidence that he is authorized to speak on behalf of his elderly mother, the Landlord, Ms. Leslie Stinson, and was provided with the opportunity to provide give evidence as to his standing in the hearing and to demonstrate he had authorization to represent the Tenant in the proceeding.
2. Mr. Doucette testified that the Landlord, Ms. Leslie Stinson was unable to attend the hearing and provided verification in the form of a signed letter dated January 15, 2026 that he was authorized to represent Ms. Stinson in the proceedings.
3. I find that on a balance of probabilities, there was authorization provided for Mr. Doucette to represent the Landlord at the hearing, and therefore Mr. Doucette has standing in this matter.

Determinations:

4. 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 tenancy between the Landlord and Tenant is terminated on March 14, 2026 and the Tenant shall also pay to the Landlord \$200.00 by March 14, 2026.
5. The Tenant was in possession of the rental unit on the date the application was filed.
6. The building has three or fewer residential units. The Landlord, Ms. Stinson lives in the basement unit.

N7 Notice of Termination

7. On December 14, 2025, the Landlord gave the Tenant an N7 notice of termination. The notice of termination alleges:
 - On December 2, 2025 the Tenant caused excessive noise;
 - On December 5, 2025 the Tenant caused excessive noise;
 - On December 14, 2025 the Tenant caused excessive noise, uttered threats, caused damaged to security cameras and the door at the residential complex.

Substantial Interference

8. The Landlord's representative submitted that the Tenant regularly causes excessive noise at the rental unit, including during incidents which occurred on December 2, December 3, and December 14, 2025.

9. Regarding the incident on December 14, 2025, the Tenant along with a guest returned to the rental unit around 5:00 a.m. yelling loudly at neighbours causing the Landlord who was sleeping in the basement unit to wake up and becoming frightened. The Landlord's representative submitted that during the incident the Tenant damaged both the front door of the residential complex and the security camera. Entered into evidence were video recordings dated December 14, 2025, which show at 5:07 a.m. the Tenant kicking the front door of the rental unit, and at 5:17 a.m. the Tenant hitting the security camera with a shovel; the audio recordings capture the Tenant arguing and yelling throughout the incident.
10. The Tenant's representative further submitted that the Tenant continues to cause excessive noise at night interfering with the sleep of the Landlord even after the Tenant was served the Notice. Entered into evidence were screenshots from the security camera footage dated January 21, 2026. The Tenant's representative testified his elderly mother is 73 years old and the Tenant's behaviour not only scares the Landlord but impacts her ability to sleep.

Analysis

11. The Landlord's N7 notice of termination alleges substantial interference with reasonable enjoyment and is served pursuant to section 65 of the *Residential Tenancies Act, 2006* ("the Act") which states:

65 (1) Despite section 64, a landlord who resides in a building containing not more than three residential units may give a tenant of a rental unit in the building notice of termination of the tenancy... if the conduct of the tenant, another occupant of the rental unit or a person permitted in the building by the tenant is such that it substantially interferes with the reasonable enjoyment of the building for all usual purposes by the landlord or substantially interferes with another lawful right, privilege or interest of the landlord.

12. I am satisfied based on the evidence before me, that that the Tenant's conduct on December 14, 2025 substantially interfered with Landlord's reasonable enjoyment of the premises. The behaviour in the video recordings in my view, including the audio which captures loud yelling, and the specific action of kicking the door at 5:00 a.m. meets the benchmark of substantial interference. I accept that the Landlord reasonably would be scared given the circumstances and that this behaviour makes one feel uncomfortable and possibly threatened in one's own home.

Damage

13. The Landlord sought compensation in the amount of \$941.00 for the cost to replace the exterior front door and the security camera the Tenant allegedly damaged.
14. Based on the evidence before me, including the video evidence clearly depicting the Tenant aggressively kicking the front door and striking the security camera with a shovel, I am satisfied that it is more likely than not that the Tenant caused the damage to both the door and the camera.

15. The Landlord claimed \$941.00 for the damage, including \$791.00 for the front door and \$150.00 for the camera. The Landlord's representative testified he replaced the items himself and is not seeking labour costs. I find these costs fair and reasonable; as such, the Landlord shall be entitled to reimbursement in for the full amount.

Relief from eviction

16. The Landlord's representative submitted that they are not aware of any circumstances of the Tenant to warrant a finding that it would be unfair to deny relief from eviction pursuant to subsection 83(1) of *the Act*. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would be unfair to the Landlord to grant relief from eviction pursuant to subsection 83(1) of the Act.

Daily compensation, rent deposit

17. Based on the monthly rent, the daily compensation is \$30.25. This amount is calculated as follows: \$920.00 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. The Landlord collected a rent deposit of \$900.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$27.00 is owing to the Tenant for the period from July 1, 2024.
20. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated on March 14, 2026. The Tenant must move out of the unit on or before March 14, 2026.
2. If the unit is not vacated on or before March 14, 2026, then starting March 15, 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 15, 2026.
4. The Tenant shall pay to the Landlord \$941.00, which represents the reasonable costs of replacing the front door and the security camera, caused by the damage from the Tenant.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The Landlord owes \$927.00 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
7. The total amount the Tenant must pay the Landlord is \$200.00.

8. If the Tenant does not pay the Landlord the full amount owing on or before March 14, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 15, 2026 at 4.00% annually on the balance outstanding.
9. The Tenant shall also pay to the Landlord \$30.25 per day for compensation for the use of the rental unit from March 14, 2026 to the date the Tenant moves out of the rental unit.

March 3, 2026
Date Issued

Greg Witt
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.