



Order under Sections 69 and 89 Residential Tenancies Act, 2006

File Number: LTB-L-086400-25

In the matter of: 314, 345 WHARNCLIFFE RD N
LONDON ON N6G1E5

Between: London & Middlesex Community Housing Landlord

And

Dale Patriquin Tenant

London & Middlesex Community Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Dale Patriquin (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;¹
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has willfully or negligently caused damage to the premises;²
- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex;³
- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;⁴
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has willfully caused undue damage to the premises.⁵

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

Furthermore, the Landlord 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

¹ Section 64 of the *Residential Tenancies Act, 2006*.

² Section 62 of the *Residential Tenancies Act, 2006*.

³ Section 61 of the *Residential Tenancies Act, 2006*.

⁴ Section 66 of the *Residential Tenancies Act, 2006*.

⁵ Section 63 of the *Residential Tenancies Act, 2006*.

damage to property. The damage was caused willfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.⁶

This application was heard by videoconference on January 8, 2026.

Only the Landlord's Agent, Deven Richardson, the Landlord's Legal Representative, Kelley O'Donnell, and the Landlord's Witnesses, Lexie Chambers and Brett Lawrence, attended the hearing.

As of 9:35am, 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 and the claim for compensation in the application. Therefore, the Tenant must move out of the rental unit on or before March 7, 2026, and must pay to the Landlord the amount of 10,086.36, on or before March 31, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

Illegal Act - N6 Notice of Termination

a) Landlord's Evidence

3. On September 26, 2025, the Landlord gave the Tenant an N6 Notice of Termination, with a termination date October 18, 2025 (hereafter referred to as the 'N6 Notice'), as they alleged that the Tenant committed an illegal act within the residential complex by:
 - Uttering threats against agents of the Landlord on July 22, 2025,
 - Activating the fire alarm in the absence of an emergency on September 4, 2025,
 - Disconnecting fire safety devices in the rental unit on September 11, 2025.
 - Assaulting the Landlord's staff on September 11, 2025,
 - Activating the fire alarm in the absence of an emergency on September 23, 2025,
4. The Landlord's Agent, Deven Richardson (hereafter referred to as 'D.R') testified that they have been a full-time employee of the Landlord for five (5) years with one of their primary functions being addressing security concerns within the residential complex.
5. D.R stated that they are familiar with the Tenant as they have had to address multiple safety issues involving the Tenant over the course of their tenure.

⁶ Section 89 of the *Residential Tenancies Act, 2006*.

6. D.R indicated that upon reviewing the footage from security cameras located in the common area of the residential complex, they saw the Tenant walking in the hallway with a lit cigarette and intentionally pulling the fire alarm despite the lack of fire or any other type of emergency in the residential complex, as it appears from the security camera footage dated September 4, 2025 (DOC-7082154 and DOC-7082164; Exhibit 1, *in bundle*).
7. D.R stated that on September 11, 2025, they were responding to a noise complaint stemming from the rental unit. When they attended the rental unit, they noticed that the smoke detector located within the rental unit had been removed.
8. D.R had contacted a colleague in order for the smoke detector to be replaced. Shortly thereafter, D.R was shoved and charged by the Tenant, which led to an intervention from one of the Community Safety Officers.
9. D.R described the Tenant's conduct as being difficult to deal with and causing a substantial negative impact on the community by repeatedly pulling on the fire alarm in the absence of any such emergency and assaulting staff members.
10. The Landlord's Witness, Brett Lawrence (hereafter referred to as 'B.L') testified that they are a Community Safety Specialist employed by the Landlord. They are familiar with the Tenant, as they have had to respond to multiple incidents involving the Tenant and some of their guests.
11. B.L stated that on July 22, 2025, they had to arrest a guest of the Tenant. During the arrest, the Tenant approached B.L and demanded that their guest be released and threatened to "murder" B.L and "murder their face" if they did not comply with their request.
12. In light of the death threats uttered by the Tenant, B.L indicated that the Landlord had to implement internal protocols in order to ensure the safety of their staff, as it appears from a copy of the email correspondences dated July 22, 2025, sent by D.R to the Landlord's staff (DOC-7082132, pages 35 to 36 of 52; Exhibit 2).
13. B.L stated that on September 23, 2025, the Tenant was observed activating the fire alarm in the residential complex, in the absence of any emergency. This led to an intervention from the fire department, who was required to reset the system, as it appears from the security camera footage dated September 23, 2025, between 05:31 and 05:44 (DOC-7082248; Exhibit 3).
14. B.L indicated that on September 23, 2025, the Tenant was observed activating the fire alarm in the residential complex for a second time on that same day, in the absence of any emergency, as it appears from the security camera footage dated September 23, 2025, between 05:59 and 06:01 (DOC-7082302; Exhibit 4).

b) Analysis

15. The Landlord served the Tenant with an N6 Notice, pursuant to subsection 61(1) of the *Residential Tenancies Act, 2006* (hereafter referred to as the 'Act'), which reads as follows:

61 (1) A landlord may give a tenant notice of termination of the tenancy if the tenant or another occupant of the rental unit commits an illegal act or carries on an illegal trade, business or occupation or permits a person to do so in the rental unit or the residential complex. [Emphasis Added]

16. Although some of the claims brought forward by the Landlord are akin to illegal acts as found in the *Criminal Code, 1985*, the Landlord's standard of proof applicable before the Board remains that of a balance of probabilities. Such an approach was confirmed by the Divisional Court in *Joseph v. Toronto Community Housing Corporation*, 2013 ONSC 413 (CanLII).

17. The testimony from D.R and B.L was consistent and credible and corroborated by contemporaneous documentary evidence (Exhibits 1 to 4). I have no reason to doubt their respective testimony and therefore find, on a balance of probabilities, that the Tenant committed illegal acts in the rental unit by:

- Uttering threats against the Landlord's agents on July 22, 2025,⁷
- Activating the fire alarm in the residential complex in the absence of an emergency on September 4, 2025, and September 23, 2025,⁸
- Disabling fire safety devices on in the rental unit on September 11, 2025,⁹
- Assaulting the Landlord's staff on September 11, 2025.¹⁰

⁷ Section 264.1 of the *Criminal Code, 1985*.

⁸ Section 437 of the *Criminal Code, 1985*.

⁹ Section 6.3.3.6 of the *Ontario Regulation 213/07*.

¹⁰ Section 265 of the *Criminal Code, 1985*.

N5 Notice of Termination - Substantial interference and Wilful or Negligent Damage*a) Landlord's Evidence*

18. On September 26, 2025, the Landlord gave the Tenant an N5 Notice of Termination with a termination date October 18, 2025 (hereafter referred to as the 'N5 Notice'), as they alleged that the Tenant:

- substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant by:
 - Yelling racial slurs on July 10, 2025,
 - Preventing the Landlord from conducting repairs within the rental unit on August 29, 2025,
 - Sexually harassing staff members, smoking in the residential complex and activating the fire alarm in the absence of an emergency on September 4, 2025,
 - Screaming, yelling and assaulting staff members on September 11, 2024,
- willfully or negligently caused damage to the premises by falling asleep and leaving the water tap running while the sink was clogged on September 4, 2025.

19. The Landlord submitted at the hearing that the Tenant had voided¹¹ the claims on the N5 Notice related to the allegations that the Tenant substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.

20. The Landlord therefore only sought to pursue this portion of their application on the basis that the Tenant had willfully or negligently caused damage to the premises.¹²

21. D.R testified that on September 4, 2025, there was also a flood caused by the Tenant in their rental unit. In speaking with the Tenant on September 4, 2025, the Tenant would have admitted to D.R that their sink was clogged and that they fell asleep with the water running.

22. D.R indicated that the overrunning water caused significant damage to the unit located below the rental unit (*i.e.* unit #214) which led to the Landlord needing to incur expenses of \$10,067.50 to repair the damage, as it appears from a copy of the Service Summary Report from *Winmar Property Restoration Specialists*, dated September 4, 2025 (DOC-7082132, pages 21 to 30 of 52; Exhibit 5).

b) Analysis

23. The Landlord served the Tenant with an N5 Notice, pursuant to subsection 62(1) of the Act, which reads as follows:

62(1) A landlord may give a tenant notice of termination of the tenancy if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex willfully or negligently causes undue damage to the rental unit or the residential complex. [Emphasis Added]

¹¹ Subsection 64(3) of the *Residential Tenancies Act, 2006*.

¹² Section 62 of the *Residential Tenancies Act, 2006*.

24. While the Act does not define "undue damage" it is interpreted as damage that is beyond what is reasonably expected normal wear and tear. Undue damage is therefore physical damage to a unit that is excessive or unnecessary.
25. On the basis of the uncontested evidence and submissions before me, I am satisfied - on a balance of probabilities - that the Tenant willfully or negligently caused undue damage to the rental unit or the residential complex by turning on the water tap of a clogged sink and falling asleep. Once again, the testimony provided by D.R was consistent and credible, and corroborated by contemporaneous documentary evidence (Exhibit 5).
26. The Tenant's conduct can only be described as being careless and akin to failing to use reasonably prudent care under the circumstances.
27. 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 this portion of the N5 Notice of termination, in accordance with section 62(3) of the Act.
28. I am also satisfied that that the Landlord has incurred or will incur reasonable out-of-pocket expenses of \$10,067.50 to repair the damage to the residential complex stemming from the flood caused by the Tenant (Exhibit 5).¹³ Indeed, the expenses were submitted to the Landlord by a third-party remediation company and were determined contemporaneously to the events, and were sufficiently detailed to explain the tabulation of the amounts and the scope of the required work.
29. The Tenant shall therefore be required to pay the Landlord the amount of \$10,067.50.

Serious Impairment of Safety - N7 Notice of Termination

30. On September 26, 2025, the Landlord gave the Tenant an N7 Notice of Termination with a termination date October 7, 2025 (hereafter referred to as the 'N7 Notice'), as they alleged that the Tenant:
- Seriously impaired the safety of another person within the residential complex by:
 - removing fire safety devices within the rental unit on and smoking within the rental, on August 29, 2025,
 - activating the fire alarm in the residential complex in the absence of an emergency on September 4, 2025, and September 23, 2025,
 - assaulting the Landlord's staff on September 11, 2025.
 - Willfully caused undue damage to the rental unit and residential complex as a result of the flood which started in the rental unit on September 4, 2025.

¹³ Section 89 of the *Residential Tenancies Act, 2006*.

31. B.L testified that they attended the rental unit with a maintenance technician on August 29, 2025, in order to re-install a life safety device (smoke detector) which the Tenant had previously removed.
32. B.L described the Tenant's conduct as being increasingly aggressive which led to B.L and the maintenance technician needing to leave the rental unit without being able to complete the required work.
33. The Landlord submits that the Tenant's conduct seriously impairs the safety of other tenants within the rental unit as the Tenant has been known to smoke within the rental unit. The absence of a functional smoke detector therefore poses an increased threat to their safety.
34. As the other claims found on the N7 Notice are redundant to the N6 Notice and the N5 Notice, and have previously been addressed throughout this order, I shall only summarily address them again.¹⁴
35. On the basis of the uncontested evidence and submissions before me, I am satisfied that the Tenant has seriously impaired the safety of any person and the act or omission occurred in the residential complex,¹⁵ by disabling a smoke detector within the rental unit and actively preventing the Landlord from reinstalling a functional smoke detector. The testimony from B.L was consistent and credible and further establishes a pattern¹⁶ of the Tenant being belligerent and posing a risk to the other tenants of the residential complex.
36. The flood which occurred on September 4, 2025, and its corresponding damages, having already been addressed,¹⁷ I do not find it necessary to do so again under the circumstances.¹⁸

Daily compensation, NSF charges, rent deposit

37. The lawful rent is \$347.00. It is due on the first (1st) day of each month.
38. Based on the monthly rent, the daily compensation is \$11.41. This amount is calculated as follows: \$347.00 x 12, divided by 365 days.
39. The Tenant was therefore required to pay the Landlord \$1,061.13 in daily compensation for use and occupation of the rental unit for the period from October 8, 2025, to January 8, 2026.
40. Since the termination date in the notice of termination, the Tenant paid the Landlord \$969.85 in rent. The Tenant therefore owes the Landlord \$91.28 for the use of the rental unit from October 8, 2025, to January 8, 2026.
41. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

¹⁴ Section 183 of the *Residential Tenancies Act, 2006*.

¹⁵ Section 66 of the *Residential Tenancies Act, 2006*.

¹⁶ Order LTB-L-086400-25, issued on March 2, 2026, paragraph 17.

¹⁷ Order LTB-L-086400-25, issued on March 2, 2026, paragraphs 25 and 28.

¹⁸ Section 183 of the *Residential Tenancies Act, 2006*.

42. The Landlord collected a rent deposit of \$252.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$6.42 is owing to the Tenant for the period from January 1, 2025, to January 8, 2026.
43. 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

44. The Landlord sought the termination of the tenancy due to the Tenant causing damage to the rental unit and the residential complex, carrying out illegal acts in the rental unit in addition to seriously impairing the safety of the other tenants and occupants of the residential complex (and the Landlord's staff). One of the Landlord's core responsibilities is to provide their tenants a safe environment, and the acts and conducts of the Tenant impede on the Landlord's ability to do so.
45. The Tenant was not present to submit their circumstances for the Board to consider delaying or denying the eviction, and the Landlord was unaware of any factors to consider with respect to relief from eviction.
46. 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. Indeed, in addition to assaulting the Landlord's staff and preventing them from conducting their required work within a safe environment, the Tenant risks desensitizing the other tenants and occupants of the residential complex by repeatedly activating the fire alarm in the absence of any such emergency.
47. The other tenants of the residential complex, along with their occupants and guests, and the Landlord, their staff and their agents, should no longer have to bear the burden of the Tenant's conduct and the ongoing risks they pose.
48. I have therefore terminated the tenancy in accordance with the terms set out below, with the Sherriff being requested to expedite the enforcement of the order should the Tenant fail to vacate the rental unit on or before March 7, 2026.¹⁹

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 7, 2026.
2. If the unit is not vacated on or before March 7, 2026, then starting March 8, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

¹⁹ Section 84 of the *Residential Tenancies Act, 2006*.

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 8, 2026. **The Sheriff is requested to expedite the enforcement of this order.**
4. The Tenant must pay to the Landlord the amount of \$10,344.78, which represents:
 - \$91.28, for compensation for the use of the unit from October 8, 2025, to January 8, 2026,
 - \$10,067.50, for the reasonable costs of repairing the damage or replacing the damaged property,
 - \$186.00 for the cost of filing the application.
5. The Landlord owes \$258.42 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.
6. The total amount the Tenant must therefore pay the Landlord is \$10,086.36.
7. The Tenant shall also pay the Landlord compensation of \$11.41 per day for the use of the unit starting January 9, 2026, until the date the Tenant moves out of the unit.
8. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026, at 4.00% annually on the balance outstanding.

March 2, 2026
Date Issued

Alexandre Traboulsi
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 8, 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.