



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

File Number: LTB-L-065306-25

In the matter of: 4 CASSANDRA DR
BARRIE ON L4M6W2

Between: Igor Voron Landlord

And

Russ Douglas Tenant
Leeann Verlinden

Igor Voron (the 'Landlord') applied for an order to terminate the tenancy and evict Carolyn Timms, Russ Douglas and Leeann Verlinden (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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage.

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

Igor Voron (the 'Landlord') also applied for an order requiring Carolyn Timms, Russ Douglas and Leeann Verlinden (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 December 1, 2025.

The Landlord's legal representative, Elina Vasilieva and the Landlord attended the hearing. Both Tenants attended the hearing.

Preliminary:

Tenant deceased

1. The Tenant Leeann Verlinden (LV) stated that one of the Tenants named on the application, Carolyn Timms was deceased.
2. LV requested to remove Carolyn Timms from the order.
3. The Landlord's legal representative did not object to LV's request.
4. Given the submissions above LV's request to amend the application and remove Carolyn Timms is granted and reflected in this order.

Determinations:

5. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation for damage in the application.
6. The Landlord and Tenant entered into a fixed term tenancy commencing on July 1, 2016 for one year ending on June 30, 2017. The tenancy was on a month-to-month term as of the day of the hearing.
7. The rental unit is a single family three-bedroom, two storey home with a garage and finished basement.

N5 notice of Termination

8. On August 1, 2025, the Landlord gave the Tenant an N5 notice of termination pursuant to subsections 62(1) and 64(1) of the Act with a termination date of August 22, 2025 alleging the Tenant has substantially interfered with the Landlord's lawful rights, interests and privileges by causing damage to the rental unit.
9. The notice was a first N5 notice and the Tenant had seven days to remedy the issue. The Landlord's position is the Tenant failed to correct the behaviour and pay the Landlord for the damage caused to the rental unit.
10. The Landlord filed the application with the Board on August 10, 2025.
11. The Tenant was in possession of the rental unit on the date the application was filed.
12. The Landlord's evidence was, the Landlord attended the rental unit on January 13, 2025, June 29, 2025 and July 14, 2025 to address a reported leaks in the basement. On all three occasions the Landlord sent his contractor in to fix the leaks however the contractor suspected rodents, likely rats were chewing the pvc pipes creating the leaks.

13. In order to determine the cause of the reoccurring leaks the Landlord hired a home inspector and a contractor and attended the rental unit on July 31, 2025. During the inspection the Landlord discovered the following damage:

- Unauthorized repainting of bedroom walls in bright red;
- Multiple holes and physical damage to interior walls;
- Deterioration of window air seals;
- Severe water damage and mould contamination in the master bedroom; the ceiling had partially collapsed and was visibly mould-infested in the master bedroom closet;
- The flooring in the master bedroom closet is missing;
- Missing bedroom doors in two rooms;
- Stained and partially removed carpet in the third bedroom;
- Missing receptacle cover plates in the second-floor hallway bathroom;
- Constant dripping from the bathtub faucet;
- Damaged bathroom door;
- Missing handrails on the stairs to the second floor;
- A missing cabinet door in the kitchen;
- Nicotine staining and discolouration of living room walls;
- Excessive storage of items and black garbage bags in the furnace room;
- Visible mould growth on the basement kitchen cabinetry;
- Mould present behind the vanity in the basement bathroom;
- Feces from domestic animals located in the basement shower; and
- Excessive accumulation of items in the garage (hoarding conditions).

14. The Landlord provided testimony and submitted evidence to support his claim in the application consisting of documents and photos.

15. The Landlord testified that upon the inspection it was confirmed rats, were in fact the cause of the leaks occurring in the basement.

16. The Landlord stated that upon further inspection the Landlord discovered a wider range of damage throughout the rental unit.

17. The Landlord stated he served the N5 notice and the damage has not been repaired, nor has the Tenant compensated the Landlord for the repair costs in the application. As a result the Landlord is seeking termination of the tenancy.

18. The Landlord stated that the excessive mould in the master bedroom and closet is so extensive that the remediation company cannot remedy the mould while the Tenants occupy the rental unit.
19. The Landlord hired a pest control company on July 23, 2025 to remove the rodents from the rental unit. A follow up visit was scheduled three weeks after the treatment date.
20. The Tenants' position is the claims of cat urine throughout the rental unit are false and the urine smell is likely from the litter box as cats only use the litter box.
21. RD stated he was not aware of the excessive mould in the rental unit as the family used it as storage and had not accessed the master bedroom for almost seven months prior to the Landlord attending the rental unit for inspection.
22. The Tenant, Ross Douglas (RD) does not dispute the other claims of physical damage to the rental unit and stated as of the day of the hearing he has completed some of the repairs to the damage identified in the notice. RD provided photos of the repairs he has made to date to support his claim.
23. RD stated he is on a fixed budget as he is not employed and is doing repairs when he has money available to purchase materials to perform the repairs.

The Act and Analysis

24. Subsections 62(1) and 64(1) of the *Residential Tenancies Act*, 2006 (the "Act") state the following:

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 wilfully or negligently causes undue damage to the rental unit or the residential complex.

64(1) A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant.

Substantial interference

25. The Landlord claims the Tenant has substantially interfered with the reasonable enjoyment of the residential unit as a result of the Tenant being in breach of section 33 of the Act.

26. I find the Landlord credible in his testimony and his testimony is consistent with the photographic evidence the Landlord has submitted to support his claim the Tenant has failed to maintain the rental unit in an ordinary state of cleanliness.
27. The Landlord's evidence shows excessive amounts of carpet stains, debris, kitchen grease and dirty dishes, food stains on the counter and excessive mould in the kitchen cupboards.
28. With the totality of the evidence and submissions before me and on a balance of probabilities I find that the Landlord has proven the grounds for substantial interference as a result of the Tenant's failure to maintain the rental unit in a state of ordinary cleanliness.
29. The Landlord's request for termination of the tenancy is granted and considerations for delay of eviction are addressed below.

Damage

30. The Landlord indicated Reason 2 in the N5 notice for damage that states:

You or someone visiting or living with you has willfully or negligently damaged the rental unit or the residential complex.

31. The Landlord's claim in the amount of \$24,833.00, to repair the damage or replace items that cannot be repaired are as follows:

(Items below have been incurred by the Landlord as of the hearing, \$2,633.00)

- a) \$503.00, plumber;
- b) \$650.00 (plus tax), home inspector;
- c) \$350.00, air quality inspection; and
- d) \$500.00, pest control (rodents).

(Items below are estimate costs to repair the damage or replace items that cannot be repaired. \$24,833.00)

- e) \$5,000.00, mould removal by professional;
- f) \$1,100.00 replacement flooring in master bedroom;
- g) \$2,000.00 replacement flooring for stairs between first and second floor;
- h) \$1,100.00 repainting damage walls;
- i) \$7,800.00 mould removal in the kitchen floor and basement ceiling;
- j) \$5,200.00 repair in basement bathroom;

32. The onus rests with the applicant, in this case the Landlord to provide sufficient evidence to support their claim the Tenant willfully or negligently caused undue damage to the rental unit.
33. In order for the Landlord to succeed under subsection 89(1) of the Act, the Landlord must establish the following:
- a. There was property damage to the rental unit or residential complex;
 - b. The damage is “undue” meaning that it is not normal wear and tear and it is not insignificant; and
 - c. The damage was a result of willful or negligent conduct by the tenant, occupant or guest.

Damage claims costs dismissed

34. Regarding the compensation for damage the Landlord claims for the plumber, the home inspector, the air quality inspection and the pest control, I find these items do not meet the definition of “damage” under the Act.
35. The section 89 of the Act allows a Landlord to claim compensation for damage for:
“...repair of or, where repairing is not reasonable, the replacement of damaged property...”
36. The N5 notice states:

You can correct the problem(s) by:

- repairing the damaged property.
- or**
- paying me (\$amount), which is how much I estimate it will cost to repair the damaged property.
- or**
- replacing the damaged property, if it is not reasonable to repair it.
- or**
- paying me (\$amount), which is how much I estimate it will cost to replace the damaged property if it is not reasonable to repair it.
- or**
- making arrangements acceptable to me to either:
 - repair or replace the damaged property, or
 - pay me what I estimate it will cost to repair or replace the damaged property

37. The Landlord’s claims the costs he incurred are for services the Landlord paid for. In my view these costs do not meet the definition of “damage” under the Act as the costs do not relate to items required to be repaired or replacement of property.

38. Further, the Landlord did not claim these costs separately under substantial interference and therefore I do not consider these costs to be related to the Landlord's claim for substantial interference in the notice.

39. Therefore, this portion of the Landlord's claim is dismissed.

Damage claims granted

40. The Landlord claims he will incur reasonable costs to repair willful or negligent damage caused by the Tenant in the amount of \$22,200.00.

41. The Landlord submitted photographic evidence of the damage he claims the Tenant willfully or negligently caused and quotes and estimates to repair the damage.

42. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord has proved the allegations the Tenant willfully or negligently caused undue damage to the rental unit.

43. In my view the Landlord's photographic evidence clearly shows the rental unit in a state of disrepair and substantial damage.

44. With the Landlord's evidence of quotes and estimates related to the damage, I am satisfied the Landlord has proven the costs he will incur as a result of the undue damage caused by the Tenant.

45. I considered RD's testimony he has attempted some repairs to the rental unit like repairing and painting some of the walls, however RD led with insufficient evidence like receipts for materials or estimates of what percent of the repairs he had completed.

46. In the absence of such evidence I find RD's claim for some consideration of compensation towards the repairs to be inconclusive and therefore no offset of his attempted repairs will be considered.

47. A total of \$22,200.00 will be awarded to the Landlord for the damages claimed in pursuant to section 89(1) of the Act.

Landlord's N7 notice

48. On August 1, 2025, the Landlord gave the Tenant an N7 notice of termination with a termination date of August 12, 2025.

49. The Landlord's N7 notice is based on the Landlord's claim the Tenant has caused damage to the rental unit due to excessive black mould the Landlord discovered in the rental unit master bedroom and basement kitchen during an inspection of the rental unit on July 31, 2025 and the Tenant's failure to notify the Landlord of the issue causing extensive damage.

50. The Landlord submitted photographic and documentary evidence to support his claim.
51. The photos show the master bedroom ceiling, and bedroom closet are heavily covered in black mould. The closet ceiling has fallen down due to the excessive mould and rot.
52. The Landlord hired a professional home inspector to perform an air quality test in the master bedroom to determine the cause of the mould. The home inspector also performed an inspection in the unit attic and roof for signs of outside leakage causing the mould.
53. The air quality report the Landlord submitted as evidence shows the master bedroom contained high levels of organic spores usually indicative of growing plants indoors requiring high levels of humidity for growth. The humidity build up caused black mould to form on the ceiling.
54. The Landlord's position is based on the air quality report it is likely the Tenant was growing something in the master bedroom and was aware of the mould. Rather than inform the Landlord of the issue the Tenant willfully chose to close the doors to the master bedroom and cease access to it.
55. The Landlord suggests the reason that the master bedroom is not being used is not for storage as the Tenant claims, but rather the Tenant caused the mould to form then, ignored the issue for months causing the extensive spread and damage to the master bedroom.
56. The report also identifies excessive mould in the basement kitchen area that the Tenant failed to inform the Landlord about.
57. The recommendation by the mould remediation company states as follow:
- The property must be completely vacated prior to remediation.
 - An immediate mold remediation plan should be implemented to address contamination throughout the house, including the attic, master bedroom, and basement kitchen.
 - Post-remediation verification (PRV) sampling is required to ensure clearance before re-occupancy
58. The Landlord is seeking immediate termination.
59. The Tenant's position is he has never grown anything in the master bedroom.
60. RD denies having any knowledge of the excessive mould in the master bedroom. RD stated that his daughter and her three children moved into the rental unit and his daughter had furniture and other items from her prior residence. RD stated the garage was already full of items in storage and in order to accommodate his daughter moving in the master bedroom was used for storage.
61. RD stated in order to keep his young grandchildren out of the room they roped off the door handles to prevent the youngsters from entering.

62. RD stated that he did not need use of the master bedroom as he suffers from a disability regarding his back and is unable to manage stairs daily, so he and his partner Leeann Verlinden (LV) sleep in a room on the main floor.
63. RD stated that prior to the Landlord's inspection the master bedroom had not been opened for seven months.

The Act and Analysis

64. On a balance of probabilities means the applicant, in this case the Landlord must show that its version of events is the more probable and should succeed. Saying something is proven on a balance of probabilities simply means that it is more likely than not to have occurred. It means that it is probable, i.e., the probability that some event happened is more than 50%--indeed, 50.1% is sufficient. In all cases, the decision maker must weigh up the evidence and decide which version is most probably true. Consequently, the real truth may never be known. All that can be done is to decide which of the parties has presented the most probable version.
65. Section 63(1) of the Act states:
- Termination for cause, damage, shorter notice period
- 63 (1) Despite section 62, a landlord may give a tenant notice of termination of the tenancy that provides a termination date not earlier than the 10th day after the notice is given if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex,
- (a) wilfully causes undue damage to the rental unit or the residential complex;...
66. The Landlord's N7 notice is based on the Landlord's claim the Tenant has caused damage to the rental unit under section 63(1) of the Act. Unlike an N5 notice claim for damage, with the N7 notice, the Landlord must prove that the Tenant or someone living in the rental unit willfully caused the damage and negligent damage is not the test to be considered.
67. I do not find it likely or reasonable that the Tenant had simply decided to use the master bedroom as storage, and ceased all access to the master bedroom for seven months.
68. RD testified that his daughter and three children moved into the rental unit and needed the master bedroom to store her furniture and belongings and the garage had no space to do so. RD testified that his daughter slept with one child in one bedroom and the other two children shared a room and he and LV slept on the main floor.
69. I do not find RD credible in his testimony that they had no other option to store his daughter's furniture other than in the master bedroom instead of using the bedroom for someone to sleep in. With the number of people occupying the rental unit clearly the bedroom could have been put to better use than a storage room.

70. Although the Tenant stated he has never grown plant life in the master bedroom I find the Landlord's evidence compelling regarding the air quality report, noting the presence of organic spores. The photos submitted by the Landlord show the extensive rot and mould and in my view it is unlikely the Tenant was not aware of the issue.
71. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord has proved the allegations for willful damage caused by the Tenant.
72. Based on the Landlord's evidence of estimates, I am satisfied the Landlord has proved the reasonable costs he will incur of \$22,200.00 to repair the damage and replace property that was damaged and cannot be repaired.
73. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Daily compensation

74. The Tenant was required to pay the Landlord \$6,806.52 in daily compensation for use and occupation of the rental unit for the period from August 13, 2025 to December 1, 2025.
75. Based on the monthly rent, the daily compensation is \$61.32. This amount is calculated as follows: \$1,865.00 x 12, divided by 365 days.
76. The Landlord collected a rent deposit of \$1,695.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$326.46 is owing to the Tenant for the period from June 1, 2015 to December 1, 2025.
77. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Section 83(3) claims

78. RD stated that the heat in the rental unit is not functioning and claims the Landlord is in breach of maintenance obligations under the Act.
79. RD stated that the gas to the rental unit was shut down by Enbridge due to excessive Co2 levels in the rental unit, however an Enbridge technician turned the gas back on and tested for the Co2.
80. RD stated he texted the Landlord on November 27, 2025 but did not hear back from the Landlord.

81. The Landlord's position is the Tenant is responsible for the gas bill and the Tenant did not make the Landlord aware of the issue regarding a lack of heat or the gas being turned off.
82. The Landlord stated he was out of the country on November 27, 2025 and did not receive the text and there was no follow up from the Tenant when he returned.
83. With the totality of the evidence and submissions before me and on a balance of probabilities I find RD has led with insufficient evidence to support his claim the Landlord is in breach of his maintenance obligations.
84. Therefore, the Tenant's claim is dismissed.

Relief from eviction

85. RD stated that he suffers from back and spine issues which limit his mobility. RD's 27-year-old daughter and her three children ages four, six and eight, currently occupy the rental unit along with RD and LV and their 19-year-old son who lives in the basement.
86. LV earns an income of \$2,100.00 after tax and RD's daughter contributes \$800.00 towards rent. RD is not employed.
87. Given the size of the family and the amount of items the Tenants would be required to move and find new housing the Tenant requested a delayed order of 60 days.
88. The Landlord is requesting immediate termination given the health and safety issues with the mould identified in the air quality report.
89. 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 postpone the eviction until March 31, 2026 pursuant to subsection 83(1)(b) of the Act.
90. Although this order does not specifically address each piece of evidence individually or reference all the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
91. This order contains all reasons for the determinations and order made. No further reasons will be issued.

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 31, 2026.
2. If the unit is not vacated on or before March 31, 2026, then starting April 1, 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 April 1, 2026.
4. The Tenant shall pay to the Landlord \$6,806.52, which represents compensation for the use of the unit from August 13, 2025 to December 1, 2025.
5. The Tenant shall also pay the Landlord compensation of \$61.32 per day for the use of the unit starting December 2, 2025 until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$22,200.00, which represents the reasonable costs of repairing the damage and replacing the damaged property.
7. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
8. The Landlord owes \$2,021.46 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.
9. The total amount the Tenant must pay the Landlord is \$20,364.54.
10. 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 11, 2026
Date Issued

Greg Brocanier
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 October 1, 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.