



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: TBDSSAB Housing Programs v Landry, 2026 ONLTB 20811

Date: 2026-03-12

File Number: LTB-L-089627-25

In the matter of: 114, 230 AMELIA ST W
THUNDER BAY ON P7E6H2

Between: TBDSSAB Housing Programs Landlord

And

Jim Landry Tenant

TBDSSAB Housing Programs (the 'Landlord') applied for an order to terminate the tenancy and evict Jim Landry (the 'Tenant') because 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. And, 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 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 5, 2026.

Only the Landlord's legal representative, Jennifer Fenton and the Landlord's agent, Jamie Petrin (JP) attended the hearing.

As of **11:15am**, 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. The Tenant was in possession of the rental unit on the date the application was filed and the Tenant remained in possession of the rental unit as of the hearing date.

2. On October 3, 2025, the Landlord gave the Tenant an N7 notice of termination which is deemed served personally on the Tenant on this date. The termination date in the notice is October 15, 2025.
3. The N7 notice alleges, and I further find based on the uncontradicted evidence of the Landlord, that on December 30, 2024 the Tenant's guest, Kathleen Stephenson (KS), became locked in the computer room in the residential complex at approximately 4:42am and proceeded to smash the window glass to exit the room. There was a notice on the door that stated anyone entering the room may be locked inside and they ignored the posting.
4. The Landlord incurred costs of \$248.60 for the replacement of the glass and I find it reasonable that the Tenant should reimburse the Landlord this expense. Tenant's are responsible for their guests in the residential complex and this would include a responsibility to pay for the damaged glass.
5. The N7 notice further alleges, and I accept this to be true based on the uncontradicted evidence of the Landlord, that on April 13, 2025 at approximately 10:48pm the Tenant had tampered with the plumbing under the bathroom sink which caused an after-hours emergency call to the Landlord. This ultimately caused 14 of the hot and cold risers for the building to be shut down for the required repairs to be completed which further caused other tenants not to have water for an entire day. It took 3 days and 6.5 hours to ultimately address the flooding issue.
6. However, the total costs claimed for this expense by the Landlord of \$1,701.18 should not be passed on to the Tenant. I say this because although I do find that the Tenant wilfully damaged the plumbing in the unit, the Landlord could not provide any evidence that the entire vanity including the sink and faucets required replacement as a result of this damage. On this basis I find it reasonable to order the Tenant to reimburse the Landlord part of their labour costs in the amount of \$115.00 and \$150.00 in material costs for a total of \$265.00.
7. The notice further alleges, and I accept this to be true based on the video evidence provided at the hearing, that on June 3, 2025 at approximately 10:45pm, the Tenant assaulted their female guest, KS, by striking them in the face in the common area stairwell. KS is left crying on the stairs as the Tenant walks away down the stairs. There is no doubt that striking a person in the face seriously impairs the safety of another person. Both physically and psychologically.
8. Further, on June 9, 2025 the Tenant was witnessed painting their rental unit door a blue colour without the Landlords consent or approval. While I do find that the Tenant did this without the landlords permission and it changes the overall character of the premises as the other doors are more of an antique white, I am not satisfied that this constitutes wilful damage to the rental unit or residential complex.
9. The most compelling example of wilful damage to the rental unit is the alterations that the Tenant has done to their rental unit which was discovered by the Landlord during an inspection of the rental unit on July 22, 2025.
10. The Tenant constructed their own wall in the rental unit with a door essentially closing off the open concept living room. On this date it was also discovered that the Tenant had the

smoke detector dangling from the ceiling, albeit it was still operational at the time of the inspection. There were doors removed from their hinges, various different types of laminate flooring placed overtop the Landlord's floor with it also being attached up the walls in some areas. The bedroom door handle was broken off. There are holes in some of the walls and the Tenant has hung fabric on the wall in their newly constructed living room. There were screens taken out and the patio door appears to have been taken off and used as the newly constructed living room door. The walls are the same blue as the entry door.

11. As evidenced in the pictures, there are various knives throughout the unit on the floors and materials scattered throughout the unit including power tools. I am satisfied that the Tenant has caused wilful damage to the rental unit and the knives pose a serious safety concern for the Landlords staff if maintenance is requested in the unit. The Landlord was not seeking costs for the damages at this time because they are difficult to quantify considering all of the Tenant's items within the unit.
12. Additionally, on June 30, 2025 at approximately 1:04am, the Tenant's guest, KS, is witnessed on video clearly driving into a parking baluster in the parking lot of the residential complex causing damage to it. Neither the Tenant nor their guest reported the damage to the Landlord.

Daily Compensation

13. The Tenant was required to pay the Landlord \$23.20 in daily compensation for use and occupation of the rental unit for the period from October 16, 2025 to February 5, 2025.
14. The Landlord submits that the Tenant has paid the daily compensation up to January 31, 2026 and that there is only daily compensation owing starting February 1, 2026.
15. Based on the monthly rent, the daily compensation is \$4.64. This amount is calculated as follows: \$141.00 x 12, divided by 365 days.
16. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
17. There is no last month's rent deposit.

Discretionary Relief from Eviction

18. 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.
19. The Tenant did not attend the hearing to make submissions regarding their unique circumstances to consider any discretionary relief from eviction.
20. The Landlord submits that the Tenant is in an affordable housing unit and that it will be difficult for the Tenant to find alternative housing. In this respect, the Landlord requested to provide the Tenant with additional time to vacate the rental unit and I see no reason to deny the Landlord's request.

21. I do not find a condition order appropriate under all of the disclosed circumstances as the Landlord has no way of monitoring the Tenant to ensure that they cease causing wilful damage to the rental unit and to the residential complex and they certainly have no ability to prevent the Tenant from assaulting their own guests. I accept that the Tenant did not have permission to make the alterations in their rental unit, and I see now way to conditionally order the Tenant to return the rental unit to its original state as a condition of granting relief. Especially in absence of the Tenants attendance at the hearing.

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 \$23.20, which represents compensation for the use of the unit from February 1, 2026 to February 5, 2026, less any payments made by the Tenant.
5. The Tenant shall also pay the Landlord compensation of \$4.64 per day for the use of the unit starting February 6, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$513.60, which represents the reasonable costs of repairing damaged computer room glass and a proportionate share of the expenses relating to their wilful damage of the bathroom sink plumbing.
7. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
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 12, 2026
Date Issued

Terri van Huisstede
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.