



Order under Section 94.7 / 94.15 Residential Tenancies Act, 2006

Citation: Javelin Co-operative Homes Inc. v Ladouceur, 2026 ONLTB 21385

Date: 2026-03-12

File Numbers: LTB-C-091234-25

LTB-C-039167-25

In the matter of: L101, 615 WILLIAM ST
MIDLAND ON L4R5E8

Between: Javelin Co-Operative Homes Inc. Co-op

And

Andrew Ladouceur Co-op Member

Javelin Co-Operative Homes Inc. (the 'Co-op') applied for an order to end the occupancy of the member unit and evict Andrew Ladouceur (the 'Co-op Member') because the Co-op Member did not pay the regular monthly housing charges that the Co-op Member owes.

Javelin Co-operative Homes Inc. (the 'Co-op') also applied for an order to end the occupancy of the member unit and evict Andrew Ladouceur (the 'Co-op Member') because:

- the Co-op Member, another occupant of the member unit or someone the Co-op Member permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Co-op or another member of the Co-op or occupant of the residential complex.
- the Co-op Member, another occupant of the member unit or someone the Co-op Member permitted in the residential complex has wilfully or negligently caused damage to the premises.

Javelin Co-operative Homes Inc. (the 'Co-op') also applied for an order requiring Andrew Ladouceur (the 'Co-op Member') to pay the Co-op's reasonable out-of-pocket costs the Co-op has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Co-op Member, another occupant of the member unit or someone the Co-op Member permitted in the residential complex.

A Case Management Hearing was held on September 22, 2025. The Parties were unable to resolve the application. Therefore, the matter proceeded to a merits hearing.

These applications were heard by videoconference on January 27, 2026.

The Co-op's legal representative David Ciobotaru, the Co-op's agent Patti Di Carli attended for the Co-op. The Co-op Member also attended the hearing.

Determinations:

C1 Application

1. The Co-op served the Co-op Member with a valid Notice to End Occupancy for Non-payment of Regular Monthly Housing Charges (N4C Notice). The Co-op Member did not void the notice by paying the amount of regular housing charges owing by the termination date in the N4C Notice or before the date the application was filed.
2. The Co-op Member did not file a response to the application. Therefore, they are deemed to have accepted all the facts and allegations in the application pursuant to Rule 12.5 of the LTB's Rules of Procedure.
3. As of the hearing date, the Co-op Member was still in possession of the member unit.
4. The regular monthly housing charge is \$995.00. It is due on the 1st day of each month.
5. The daily compensation is calculated as follows: $\$995.00 \times 12$, divided by 365 days.
6. The Co-op Member paid \$1,455.00 to the Co-op since the application was filed.
7. The regular monthly housing charges owing to January 31, 2026, are \$3,431.00. The Co-op Member agreed that this was the amount of arrears outstanding.
8. The Co-op incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There are no refundable deposits held by the Co-op.

Relief From Eviction

10. The Co-op Member initially requested a payment plan of \$50.00 per month in addition to paying the regular monthly housing charges in full and on time. The Co-op Member's plan to pay the arrears was dependent on receipt of ODSP which was approved but had not yet commenced. The Co-op Member was unable to provide evidence as to when, and how much they would receive from ODSP.
11. The Co-op Member also made submissions that they would obtain a loan to pay any outstanding amounts and would seek reinstatement of their subsidy which was the catalyst for the accumulation of arrears.
12. The Co-op's representative submitted that a delay of 60 days would be appropriate to permit the Co-op Member to explore subsidy reinstatement, ODSP income. The delay will also provide the Co-op Member with the time to seek a loan or community resources to assist with paying the arrears.

13. I have considered all of the disclosed circumstances in accordance with subsection 94.12(2) of the Residential Tenancies Act, 2006 (the 'Act'), and find that it would not be unfair to postpone the eviction until April 30, 2026, pursuant to subsection 94(1)(b) of the Act.

C2 Application

1. As explained below, the Co-op has proven on a balance of probabilities the grounds for termination of the occupancy however, in the circumstances a conditional order is appropriate. The Co-op Member is ordered to pay \$1,236.00 for the cost to repair or replace property that was damaged, and the Co-op's application filing fee.
2. The Co-op Member did not file a response to the application. Therefore, they are deemed to have accepted all the facts and allegations in the application pursuant to Rule 12.5 of the LTB's Rules of Procedure.
3. As of the hearing date, the Co-op Member was still in possession of the member unit.

N5C Notice of Termination

4. On April 3, 2025, the Co-op gave the Co-op Member an N5C notice of termination with a termination date of April 30, 2025. The notice of termination contains the allegations that the Co-op Member has substantially interfered with a lawful right or interest of the Co-op by failing to comply with RGI program requirements, and by causing wilful or negligent damage in the member unit.

Substantial Interference

5. The Co-op's agent Patti DiCarli testified that the Co-op has had challenges with the Co-op Member in relation to annual income verification and the Co-op Member was "overhoused" after his son no longer resided with him.
6. The evidence in relation to this incident was sparse and undetailed. There were no documents submitted, and the testimony does not satisfy me, on a balance of probabilities, that the Co-op Member has substantially interfered with a lawful right or interest of the Co-op by failing to comply with RGI/subsidy program requirements.
7. Despite the Co-op Member's acknowledgement that he lives alone in a two-bedroom unit, there was no documentary evidence submitted to show that the Tenant's subsidy or RGI Rules were being contravened.

Wilful or Negligent Damage

8. The Co-op's N5C also alleges that the Co-op Member caused wilful or negligent damage in the member unit, specifically:
 - Front Door
 - Hall Closet Doors
 - Holes in Walls
 - Bedroom Closet Door

- Carpeting
- Prime and Paint
- Deep Clean

9. The Co-op's agent testified that the unit condition has been worsening over the years however, the majority of damage discovered was during a unit inspection on November 22, 2024.
10. The Landlord's agent submitted photographs in support of her testimony in relation to the damage alleged however, many of the photographs were low quality resolution and colourless.

Front Door

11. The Co-op's agent submitted photographs of the door of the member unit showing scratches and marking attributable to the Co-op Member bringing his bicycle in and out of the unit.
12. The Co-op Member disputed the cost of repair to paint the door and testified that they no longer have a bicycle in the unit. The Co-op Member did not dispute that the door damage was caused as alleged by the Co-op and I find that the Tenant caused negligent damage to the door of the unit.

Closet Doors

13. The Co-op's agent submitted one grainy black and white photograph to support her testimony that the hall closet door was broken and off their hinges.
14. The Co-op Member acknowledged that the closet doors had come off their tracks in the hallway but denied that there was permanent damage testifying that the doors will "pop back in" to the tracks.
15. The photograph submitted by the Landlord's agent is insufficient to prove the damage alleged, and further, I am without evidence to find that this alleged damage was caused wilfully or negligently by the Co-op Member.

Holes in Walls

16. The Co-op's agent also submitted 5 photographs purporting to show holes in the walls and areas that require repainting.
17. As mentioned above, the Co-op's photographs are grainy, low resolution, and colourless. Many of the photographs do not corroborate the testimony provided by the Landlord's agent however, two photographs clearly show inadequate patchwork, and an indentation in the wall.
18. The two photographs depicting the patch work and indentation cannot be attributed to normal wear and tear and the damage was clearly caused wilfully or negligently.

Bedroom Closet Doors

19. The Co-op's agent submitted a photograph showing closet door tracks with no closet doors asserting that these were removed by the Co-op Member.
20. The Co-op Member testified that they removed the closet doors and informed the superintendent who agreed to store the closet doors. The Co-op Member's evidence is that the superintendent put the doors in the Co-op's storage and assumes that is where they remain.
21. The Tenant did not submit copies of any correspondence with the superintendent and did not call the superintendent to testify at the hearing. In the absence of any corroborating evidence, I reject the Tenant's testimony that they informed the superintendent, and that the doors are being stored.

Carpet

22. The Co-op's evidence is that the carpet in the unit requires replacing despite being brand new when the Co-op Member moved in. The Co-op's agent testified that the Co-op Member's carpet has stains and burn marks.
23. The Co-op Member testified that he has lived in the Co-op for over 20 years and has used a carpet cleaner and steam cleaner that is available for use by the residents of the Co-op.
24. The Co-op's poor-quality photographs fail to show the dirt and burn marks alleged. Further, O. Reg. 516/06 General contains a schedule entitled, "Useful life of work done or thing purchased" (the "schedule"). Based on the evidence before me, the carpets in the member unit are approximately 10 years old which is the useful life of carpeting set out in the schedule.
25. Accordingly, I do not find that the Co-op has proven that the Co-op Member caused wilful or negligent damage to the carpet, nor that the carpets have not already exceeded their "useful life" as set out in O. Reg. 516.06.

Painting

26. The Co-op's photographs were insufficient to show that the member unit will require painting that would not otherwise be necessary after a longstanding tenancy. Despite the two holes in the walls likely requiring painting after repair, the necessity for the entire unit to be painted has not been proven on a balance of probabilities.

Deep Clean

27. The Co-op Member is still in possession of the unit. The cleanliness of the rental unit is not damage as contemplated by section 89 of the Act. Further, given the Co-op Member's longstanding occupancy, it would be expected that a deep clean of the unit would be necessary if the Co-op Member vacates and the Co-op intends to re-rent.

Voiding

28. The Co-op Member did not repair the damage, pay the Co-op the reasonable costs to repair the damage or make arrangements satisfactory to the Co-op within seven days after receiving the N5C notice of termination. Therefore, the Co-op Member did not void the N5C notice of termination in accordance with section 94.7(3) of the *Residential Tenancies Act, 2006* (the "Act").
29. Accordingly, I am satisfied on a balance of probabilities, that the Co-op Member caused negligent damage to the front door of the unit, removed closet doors in the bedroom, and caused two holes in the walls.
30. The Co-op incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
31. There are no refundable deposits held by the Co-op.

Relief from Eviction

32. The Co-op proved some of the damage alleged however, I find the damage was caused negligently by the Co-op Member which is distinct from wilful damage. Despite the damage being undue and exceeding expected "wear and tear", I do not find that the severity of the damage rises to a level where eviction is warranted.
33. The Co-op submits that there is additional damage since the application was filed which the Co-op Member disputes. There was no amendment to the application, and no evidence was submitted in relation to any subsequent damage alleged.
34. The Co-op is entitled to reimbursement for the damage however, to evict the Co-op Member based on the relatively minor damage that was proven would not be appropriate.
35. I have considered all of the disclosed circumstances in accordance with subsection 94.12(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 94.12(1)(a) and 204(1) of the Act.

Compensation for Damage

36. The Co-op Member, another occupant of the member unit or a person whom the Co-op Member permitted in the residential complex wilfully or negligently caused undue damage to the member unit or residential complex.
37. As decided above, the Co-op Member caused negligent damage to the front door of the unit, removed closet doors in the bedroom, and caused two holes in the walls.
38. The Co-op submitted an estimate showing the individual repair cost for each item alleged to be damaged by the Co-op.
39. The cost to repair the damage to the front door and bedroom closet door total \$800.00. The estimate also shows a cost to repair holes in the walls "throughout" the unit totaling \$1,150.00, however, the evidence at the hearing only showed two holes in the wall.

40. I do not find the repair cost quoting repair of all the holes is reasonable when the evidence shows only two holes requiring repair. Accordingly, I find it is appropriate to fix the reasonable cost of repair for the holes at \$250.00.
41. The Co-op will incur reasonable costs of \$1,050.00 to repair the damage. Based on the Co-op Member's lack of a definitive plan to pay the arrears of regular monthly housing charges, I do not find it is appropriate to order that the damage be paid in installments. Accordingly, the Co-op Member shall pay to the Co-op \$1,050.00 on or before April 30, 2026. This date coincides with the date on which the arrears of regular monthly housing charges must be paid.

It is ordered that:

C1 Application

1. The Co-op Member's occupancy is terminated unless the Co-op Member voids this order.
2. **The Co-op Member may void this order and continue the occupancy by paying to Co-op or to the LTB in trust:**
 - \$5,607.00 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$6,602.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Co-op Member may also make a motion at the LTB to void this order under section 74(11) and 94.16(2)(b) of the Act, if the Co-op Member has paid the full amount owing as ordered plus any additional regular monthly housing charges that became due after April 30, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Co-op Member may only make this motion once during the occupancy agreement with the Co-op.
 4. **If the Co-op Member does not pay the amount required to void this order the Co-op Member must move out of the member unit on or before April 30, 2026**
 5. If the Co-op Member does not void the order, the Co-op Member owes the Co-op \$3,505.17. This amount includes arrears of regular monthly housing charges owing up to the date of the hearing and the cost of filing the application. Any refundable deposits are deducted from the amount owing by the Co-op Member. See Schedule 1 for the calculation of the amount owing.
 6. The Co-op Member shall also pay the Co-op compensation of \$32.71 per day for the use of the unit starting January 28, 2026 until the date the Co-op Member moves out of the unit.
 7. If the Co-op Member does not pay the Co-op the full amount owing on or before March 28, 2026, the Co-op Member will start to owe interest. This will be simple interest calculated from March 29, 2026 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before April 30, 2026, then starting May 1, 2026, the Co-op may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Co-op on or after May 1, 2026.

C2 Application

1. If the Co-op Member voids the C1 portion of this order, the Co-Op Member's occupancy continues if the Co-op Member meets the conditions set out below.
2. Commencing on the date this order is issued and for a period of one year thereafter, the Tenant shall not cause wilful or negligent damage in the member unit.
3. If the Co-op Member fails to comply with the conditions set out in paragraph 2 of this order, the Co-op may apply under section 94.11 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the occupancy and evicting the Co-op Member. The Co-op must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Co-op Member.
4. The Co-op Member shall pay to the Co-op \$1,050.00, which represents the reasonable costs the Co-op has incurred or will incur as a result of the damage.
5. The Co-op Member shall pay to the Co-op \$186.00 for the cost of filing the application.
6. The total amount the Co-op Member owes the Co-op is \$1,236.00. The Co-op Member shall pay this amount to the Co-op on or before April 30, 2026.
7. If the Co-op Member does not pay the Co-op the full amount owing on or before April 30, 2026, the Co-op Member will start to owe interest. This will be simple interest calculated from May 1, 2026, at 4.00% annually on the balance outstanding.

March 17, 2026

Date Issued

Kyle McGraw

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 expires on November 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Co-op Member must pay to void the eviction order and continue the occupancy if the payment is made on or before March 31, 2026

Regular Monthly Housing Charges Owing To March 31, 2026	\$6,876.00
Total Other Housing Charges	\$0.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Co-op Member paid into the Co-op since the application was filed	- \$1,455.00
Less the amount the Co-op Member paid into the LTB since the application was filed	- \$0.00
Less the amount of the credit that the Co-op Member is entitled to	- \$0.00
Total the Co-op Member must pay to continue the occupancy	\$5,607.00

B. Amount the Co-op Member must pay to void the eviction order and continue the occupancy if the payment is made on or before April 30, 2026

Regular Monthly Housing Charge Owing To April 30, 2026	\$7,871.00
Total Other Housing Charges	\$0.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Co-op Member paid to the Co-op since the application was filed	- \$1,455.00
Less the amount the Co-op Member paid into the LTB since the application was filed	- \$0.00
Less the amount of the credit that the Co-op Member is entitled to	- \$0.00
Total the Co-op Member must pay to continue the occupancy	\$6,602.00

C. Amount the Co-op Member must pay if the occupancy is terminated

Regular Monthly Housing Charges Owing To Hearing Date	\$4,774.17
Total Other Housing Charges	\$0.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Co-op Member paid into the Co-op since the application was filed	- \$1,455.00
Less the amount the Co-op Member paid into the LTB since the application was filed	- \$0.00
Less the amount of refundable deposits	- \$0.00
Less the amount of the credit that the Co-op Member is entitled to	- \$0.00
Total amount owing to the Co-op	\$3,505.17
Plus daily compensation owing for each day of occupation starting January 28, 2026	\$32.71 (per day)