



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: McIntyre v Frost, 2026 ONLTB 22831

Date: 2026-03-18

File Number: LTB-L-066326-25

In the matter of: 589 EMERALD ST
Rockland ON K4K0B9

Between: Natalie McIntyre Landlord

And

Matthew Frost Tenants
Krista Bullis

Natalie McIntyre (the 'Landlord') applied for an order to terminate the tenancy and evict Matthew Frost and Krista Bullis (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants 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 Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises

Natalie McIntyre (the 'Landlord') also applied for an order requiring Matthew Frost and Krista Bullis (the 'Tenants') 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 Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

This application was heard by videoconference on November 18, 2025.

The Landlord, the Landlord's Legal Representative, Trevor Jacquard and the Tenant, Matthew Frost (MF), attended the hearing. The Tenant MF requested to speak to Tenant Duty Counsel; however Duty Counsel was not available prior to this proceeding.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application, however I find that it is appropriate in all of the circumstances to grant relief from eviction to the Tenants under s. 83(1)(a) and 204(1)

of the Residential Tenancies Act, 2006 (the 'Act'). Therefore, the tenancy between the Landlord and the Tenants will continue subject to the conditions outlined below.

2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On August 11, 2025, the Landlord gave the Tenants an N5 notice of termination, with a termination date of August 31, 2025. The notice of termination alleges the behavior of the Tenants or someone visiting or living with the Tenants have substantially interfered with another tenant's or the Landlord's reasonable enjoyment of the residential complex, and or lawful rights, privileges, or interests, and the Tenants or someone visiting have wilfully or negligently damaged the rental unit or residential complex, specifically the Tenants had caused fire damage to the deck and house siding, on or about May 3, 2025, installed an above ground pool without the Landlord's consent, damages to door frames, carpets, wood stairs and baseboards caused by the Tenants family dog, writing on walls in the powder room and refuse all over the rental unit and garage, as well paint all over the vanity and upstairs carpets had paint all over them upon inspection by Landlord and her spouse on July 17, 2025 and July 21, 2025, as well as the smell of cigarette smoke pervasive all over the rental complex.
4. The Landlord testified to the damages to the rental unit as outlined in the N5 notice of termination, specifically that there was fire damage to the deck and siding of the rental unit as well as damage all over the house related to what the Landlord surmises was dog chewing, door frames, carpets, the wood stairs and baseboards, as well as paint damaging the bathroom vanity upstairs in the rental unit as well as paint all over the upstairs carpets, as well as writing on the wall in the powder room, the excessive smell of smoke all over the rental unit and refuse all over the rental unit and the garage of the rental unit, and the installation of a aboveground pool without consent of the Landlord.
5. The Landlord testified that the Tenants did not advise of the fire damage, but the neighbour contacted her on or about May 3, 2025, and thereafter the Landlord attended the rental unit on May 5, 2025 to inspect the fire damage of the deck and house siding and she further had an inspection of the entire of the rental unit on July 17, 2025, which due to her emotional state she had to vacate the premises, as she could not fathom the amount of damages in a tenancy that commenced April 15, 2025, as this was the first tenancy of this rental unit as the Landlord previously resided in the rental unit. Thereafter her common law spouse attended to finish the inspection of the rental unit on July 21, 2025.
6. The Landlord testified that East Shore Property Services Inc. attended with her and her common law spouse during the inspection dates and thereafter issued a detailed quote dated July 22, 2025 for the cost of repairs in the amount of \$26,000.00 plus HST to supply and install new carpet for 3 bedrooms, 2 stairways and hallway which included underlay, and removal of old carpet, to repair and replace fire damages decking, posts, and siding, to repair and replace casing and moulding on damages door, and to patch and paint all damages walls and trims to reinstate to original condition.
7. The Landlord's Legal Representative submitted evidence of the charges and the work and cost required to be completed by the contracting company. The Landlord had requested the Tenant pay for these costs, the reason for the charge back was that the Tenants caused the damages to the rental unit. Therefore, the Tenants did not void the N5 notice of termination in accordance with s.64(3) and 62(3) of the *Residential Tenancies Act, 2006* (Act).

8. The Tenant MF, attempted to rely on evidence he uploaded to the portal on November 16, 2025, two days prior to this proceeding, which he alleged was emailed to the Landlord and Landlord's Legal Representative.
9. The Landlord's Legal Representative, objected to the submission of the said evidence pursuant to Rule 19, and given it was emailed to him on Sunday evening at 10:35 p.m. on November 16, 2025, and further his schedule on Monday November 17, 2025, did not permit him to review said evidence and seek his client's instructions on the same.
10. Rule 19.1 LTB's Rules provides that all materials on which a party intends to rely at a hearing must be provided to the other party and the LTB 7 days in advance of the hearing. Rule 19.7 provides, in part, that a party who fails to comply with Rule 19 may not rely on evidence that was not properly disclosed unless ordered otherwise.
11. The Tenants did not comply with Rule 19.1 and the disclosure sought to be relied on by the Tenant MF was not permitted to be entered as evidence, or materials, unless ordered otherwise.
12. The Board's records show the Notice of Hearing – which advises parties of their disclosure obligations – was emailed to the Tenant MF on August 11, 2025 and mailed to the other Tenant, Krista Bullis on October 16, 2025. The Tenant MF had approximately 3 months prior to the hearing.
13. In the above circumstances I am not satisfied the Tenants could not have complied with the Rules, and disclosure was ultimately completed and uploaded to the Board's portal and emailed to the Landlord's Legal Representative two days prior to the hearing.
14. As a result, the Tenants were not permitted to rely on their materials/documentary evidence.
15. The Tennat MF, did not dispute the damages as outlined in the N5 notice of termination but testified that he had broken his leg, which resulted in a "messy" home and given he and the other Tenant have four children, he would concede their was damage to the house as alleged, and that he had recently washed the carpets and removed the dog from the rental unit, and he himself had no issue doing some of the repairs, but based on estimates he had received the damages were closer to \$12,000.00 to \$14,000.00 dollars not \$26,000.00. The Tenant MF, did not submit any relevant documentary evidence to substantiate any of his testimony that followed Rule 19.1 of the Boards Rules of Procedure.
16. I am satisfied based upon the testimony of the Landlord and the Landlord's Legal Representative's submitted documentary evidence that the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord by causing the damages as outlined in the N5 notice of termination on a balance of probabilities.
17. Furthermore, I am satisfied from the testimony of the Landlord, the Tenants, another occupant of the rental unit or a person whom the Tenants permitted in the residential complex willfully or negligently caused undue damage to the rental unit on a balance of probabilities.

18. The Landlord has incurred or shall incur reasonable costs of \$26,000.00, as submitted into evidence, to repair the damages to rental unit and is entitled to receive \$26,000.00 from the Tenants. I am further satisfied that these costs shall be incurred in this amount, and that they represent reasonable out of pocket expenses incurred as a result of the damage.
19. The Landlord sought a standard eviction and the costs the Landlord shall incur to repair the aforesaid damages as per her application. The Tenant MK sought an extended time to pay order with \$78, given the Tenants personal, medical and financial circumstances and the four children in the rental unit, and if eviction was granted sought a delayed eviction to March 2026 at the date of the proceeding.
20. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
21. Having considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, I find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
22. The Act is remedial legislation, and the courts have determined that evicting a tenant is a remedy of last resort. In the cases of *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Div. Ct.) and *Paderewski Society v. Ficyk*, [1998], the Divisional Court stated,

"To put somebody out of their home must, in my view, call for clear and compelling circumstances that it's no longer possible for the arrangement to continue."
23. This order, with specific conditions that are required for the Tenants to comply with to continue their tenancy.
24. The Tenants must choose between keeping their home by complying with the conditions of this order, or they could inevitably face eviction and have to relocate.
25. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
26. This order contains all of the reasons for the decision within it and no further reasons will be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenants continues if the Tenants meet the condition set out below.
2. The Tenants shall pay the Landlord \$26,000.00, which represents the reasonable costs to be incurred for the repairs by the Landlord due to the damages to the rental unit, on or before May 30, 2026.

3. If the Tenants fail to comply with the condition set out in paragraph 2 of this order, the Landlord may apply under section 78 of the Residential Tenancies Act, 2006 (the 'Act') for an order terminating the tenancy and evicting the Tenants. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenants.
4. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenants owe the Landlord \$26,186.00.
6. If the Tenants do not pay the Landlord the full amount owing on or before May 30, 2026, the Tenants will start to owe interest. This will be simple interest calculated from June 1, 2026, at 4.00% annually on the balance outstanding.

March 18, 2026

Date Issued

Panagiotis P. Roupas

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.