



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-067487-25

In the matter of: 305, 40 FRONT ST N
THOROLD ON L2V1X5

Between: Panoramic Properties Inc. Landlord

And

Robert Lee Tenant

Panoramic Properties Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Robert Lee (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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on November 26, 2025.

Only the Landlord's Agent Lauren Mogridge attended the hearing.

As of 2:09 p.m., 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. *N5 Notice of Termination - Substantial interference*

On July 24, 2025, the Landlord gave the Tenant an N5 notice of termination, which was deemed served on July 24, 2025, with a termination date of August 13, 2025. The notice of termination contains the following allegations:

- The Landlord's witness Billy Kimonos testified that on or about July 24, 2025, at approximately 11:15 a.m., the Landlord attended the rental unit to complete an electrical upgrade. While in the rental unit, there was a large quantity of food and garbage, rotting food and dirty dishes.
 - It was observed that the living room/dining room area had newspapers covering the floor, stacks of books and magazines, and the smoke detectors had been removed.
 - On or about August 4, 2025, the Landlord entered the rental unit. It was discovered that the rental unit was in the exact same state as July 24, 2025. Mr. Kimonos stated "I don't know how it could get any worse". Photographs of the rental unit were entered into evidence depicting the condition.
4. The Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination. Mr. Kimonos' follow up inspection on August 4, 2025, revealed that the rental unit was in the same condition and had not improved. The Tenant made no efforts to clear the rotting food and garage, nor were the smoke detectors reinstalled to ensure the safety of the Tenant and others. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
5. Daily compensation, NSF charges, rent deposit
- The Tenant was required to pay the Landlord \$3,906.00 in daily compensation for use and occupation of the rental unit for the period from August 14, 2025 to November 26, 2025, less any amounts paid.
6. Based on the monthly rent, the daily compensation is \$37.20. This amount is calculated as follows: \$1,131.42 x 12, divided by 365 days.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$945.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$217.83 is owing to the Tenant for the period from November 5, 2012 to November 26, 2025.
9. Relief from eviction

Ms. Mogridge stated that the Landlord and the Tenant signed a N11 with a termination date of December 31, 2025. 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 December 31, 2025 pursuant to subsection 83(1)(b) of the Act.

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 December 31, 2025.
2. If the unit is not vacated on or before December 31, 2025, then starting January 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 January 1, 2026.
4. The Tenant shall pay to the Landlord \$3,906.00, which represents compensation for the use of the unit from August 14, 2025 to November 26, 2025.
5. The Tenant shall also pay the Landlord compensation of \$37.20 per day for the use of the unit starting November 27, 2025 until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenant must pay the Landlord is \$2,929.17, less any amounts paid.
8. If the Tenant does not pay the Landlord the full amount owing on or before March 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 31, 2026 at 4.00% annually on the balance outstanding.

March 19, 2026
Date Issued

Anthony Bruno
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 July 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.