



Order under Section 69 Residential Tenancies Act, 2006

Citation: MacDougall v Brisson, 2026 ONLTB 23924

Date: 2026-03-25

File Number: LTB-L-029265-25

In the matter of: B, 739 Guy St
Cornwall On K6H4W2

Between: Jaime MacDougall Landlord

And

Rick Brisson Tenant

Jaime MacDougall (the 'Landlord') applied for an order to terminate the tenancy and evict Rick Brisson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. **(L1 Application)**

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because the Tenant has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant and 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.

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 caused wilfully or negligently by the Tenant. **(L2 Application)**

This application was heard by videoconference on March 17, 2026.

The Landlord, the Landlord's representative, James Moak, and the Tenant attended the hearing.

Determinations:

L1 Application

1. At the hearing, the parties requested an order on consent to resolve the L1 application. I was satisfied that the parties voluntarily agreed to the terms and understood the consequences of the joint submission.

2. The parties also agreed that the rent arrears owing up to March 31, 2026 are \$470.00 and that the Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

L2 Application

3. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy or the claim for compensation in the application. Therefore, the application is dismissed.
4. The Tenant was in possession of the rental unit on the date the application was filed and has lived in the unit for approximately nine years.
5. On March 9, 2025, the Landlord gave the Tenant an N5 notice of termination alleging that:
 - a) repairs from a major water leak in the unit could not be carried out because there was too much clutter in the unit; and
 - b) the Tenant had caused \$15,000.00 worth of damage to the unit.

Water Leak

6. The Landlord testified that problems with the Tenant's toilet started about a year and a half ago. After the toilet overflowed, the Landlord attended the unit and cleaned up the water. He has been unable to repair water damage in the unit because it is too cluttered. He admitted that he has known about clutter in the Tenant's unit for a few years but never addressed it with the Tenant.
7. The Tenant did not dispute that there were issues with his toilet or that there was repeated flooding but stated that the majority of water leaks in the unit were caused by an upper Tenant's bathtub overflowing, causing the ceiling in the Tenant's bathroom to collapse twice. The Landlord paid the Tenant to repair the ceiling damage each time. The Tenant's unit looks cluttered because he keeps his personal possessions piled up to ensure that they are not damaged by more flooding. He believes issues with his toilet overflowing stems from tree roots encroaching into the building's drains.

Wilful or negligent damage

8. The Landlord testified that the Tenant damaged the fridge, stove, the solid wood back door and kitchen countertop. He stated there are holes in the walls and the unit is a complete mess. Based on his experience as a contractor for over fifteen years and well as the fact that he owns seventeen other buildings, the Landlord estimated it would take approximately \$15,000.00 to gut the Tenant's unit and repair the damage. No breakdown of that amount was provided.
9. The Landlord produced photographs of the Tenant's unit [Doc 6206049] which he took about a year and a half ago which he said confirm:
 - a) The dining table covered with items;
 - b) Damage to the back door;

- c) Missing kitchen cabinet drawer
 - d) Broken edge on kitchen counter and excessive clutter in the kitchen;
 - e) Garbage and excessive clutter in the living room;
 - f) Damage to the wall leading into the living room and the kitchen;
10. The Landlord testified that the excessive clutter and garbage in the unit makes it impossible for him to have the unit properly cleaned and brought back to a habitable state. Garbage left outside the building by the Tenant and fruit flies impact other tenants' use and enjoyment of the residential complex.
 11. He stated that the condition of the unit did not improve after the N5 notice was served and that when he attended the unit on March 2, 2026, the state of the unit is actually worse.
 12. The Tenant testified that in the last week he has cleaned up his unit and placed all of the garbage in garbage bags, some of which have been placed outside for pick up. He stated that the fridge in the unit is his and that while the stove needs to be cleaned, it is not damaged. He denied that he broke the back door, stating that it was the Landlord who removed the lock to gain access to the unit because the Tenant was away for an extended period of time during the pandemic. The Landlord never replaced the lock so the Tenant screwed the door closed.

Analysis

13. Based on the evidence before me, I do not find that the Landlord has proven, on a balance of probabilities, that the Tenant's behaviour has substantially interfered with the Landlord's or another tenant's reasonable enjoyment of the residential complex or lawful rights, privileges or interests or that the Tenant has caused damage to the unit.
14. With respect to the water leak in the unit, it is undisputed that about a year and a half ago the Tenant's toilet overflowed. However, there is no evidence that the Tenant was responsible for the toilet overflowing. The Landlord did not challenge the Tenant's evidence that the problem stems from tree roots infiltrating drainage pipes in the residential complex. The Landlord also did not challenge the Tenant's evidence that water leaked into the unit after an upper tenant's bathtub overflowed. While the Landlord produced photographs of the unit that he took about a year and a half ago, he did not identify any water damage to the unit in those photographs.
15. With respect to damage to the fridge and stove, the Landlord did not challenge the Tenant's evidence that the fridge belonged to the Tenant nor did he explain what damage occurred to the stove. With respect to the broken back door, the Landlord did not challenge the Tenant's evidence that it was the Landlord who removed the lock from the door or that it has never been replaced. There were no photographs to confirm the condition of the door prior to the commencement of the tenancy.
16. The Landlord did not produce photographs to confirm the state of the unit at the commencement of the tenancy. There was no evidence that the Tenant caused damage to the side of the kitchen countertop or removed the drawer from the kitchen cabinet. There is no evidence as to when any of the alleged damage occurred.
17. I am unable to determine from the Landlord's photographs that there are holes in the wall. Although the Landlord stated that photograph six shows wall damage, I cannot ascertain

where that wall damage is. I am unable to determine what is leaning against the wall on the right of the photograph. Similarly, I am unable to determine wall damage from photograph 8.

18. Although the Landlord stated that the Tenant's garbage around the outside of the residential complex and fruit flies (presumably from the Tenant's garbage) were interfering with other tenants, there were no photographs of any outside garbage or fruit flies. There was no documentary evidence, such as text messages or emails, nor witnesses to corroborate the Landlord's testimony that the Tenant's behaviour was interfering with their use and enjoyment of the residential complex.
19. While I accept that the excessive clutter in the Tenant's unit interferes with the Landlord's ability to clean and repair the unit, there is no evidence before me, other than the Landlord cleaning up water that overflowed from the Tenant's toilet, that the Landlord has attempted to clean or repair the unit. There was no evidence that the Landlord scheduled entries into the unit for cleaning or repairs. The Landlord admitted that he has known about the excessive clutter in the Tenant's unit for "a few years" but took no steps to address it.
20. As such, I find that the Tenant's behaviour has not substantially interfered with the Landlord's or another's tenant's use and reasonable enjoyment of the unit or the residential complex, or the Landlord's rights, privileges or interest.
21. I also find that the Landlord has not proven that the Tenant wilfully or negligently caused undue damage to the rental unit or residential complex.
22. Therefore, the Landlord's L2 application is dismissed.

It is ordered that:

L1 Application

1. The Tenant shall pay to the Landlord \$656.00 for arrears of rent up to March 31, 2026 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

<u>Payment Date</u>	<u>Payment Amount</u>
On or before April 2, 2026	\$328.00
On or before May 2, 2026	\$328.00

3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period April 1, 2026 to May 1, 2026, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's

breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant to pay any new arrears, NSF fees and related charges that became owing after March 31, 2026.

L2 Application

5. The Landlord's L2 application is dismissed.

March 25, 2026
Date Issued

Karen Gonçalves
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.