



Order under Section 69 Residential Tenancies Act, 2006

Citation: Maisonneuve v Chambers, 2026 ONLTB 24403

Date: 2026-03-26

File Number: LTB-L-060028-25-RV

In the matter of: 1, 20 BARROW CRES
KANATA ON K2L2K1

Between: Celine Maisonneuve Landlords
Paul Maisonneuve

And

Jacob Chambers Tenants
Amanda Hurda

REVIEW ORDER

Celine Maisonneuve and Paul Maisonneuve (the 'Landlords') applied for an order to terminate the tenancy and evict Jacob Chambers and Amanda Hurda (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully caused undue damage to the premises; and
- the Tenants have been persistently late in paying the Tenant's rent.

The Landlords also claimed compensation for each day the Tenants remained in the unit after the termination date.

The application was resolved by order LTB-L-060028-25, issued on October 23, 2025.

On November 5, 2025 the Tenants requested a review of the order and that the order be stayed until the Tenants' review request is resolved.

On November 6, 2025, the Board issued interim order LTB-L-060028-25-RV-IN staying the October 23, 2025 order and directing the matter to a hearing.

On December 4, 2025, the Tenants' review request was granted with interim order LTB-L-060028-25-RV-IN2 being issued and the presiding Member directed the application to a fresh hearing.

This application was heard by videoconference on March 10, 2026.

The Landlord, Celine Maisonneuve, and the Landlords' Legal Representative, Katherine Smith, attended the hearing. Francoise Lebasseur attended the hearing as a witness for the Landlord.

As of 10:00 a.m., the Tenants were 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 Landlords' evidence.

Determinations:

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy is terminated on April 6, 2026.
2. The Tenants were in possession of the rental unit on the date the application was filed.

N7 Notice – Undue Damage

3. On July 18, 2025, the Landlord gave the Tenant a valid N7 notice of termination ('N7 Notice') deemed served on July 23, 2025. The termination date on the N7 Notice is August 31, 2025. The Landlords allege the Tenants wilfully caused undue damage to the premises.
4. The N7 Notice sets out several allegations. It states that the Tenants were storing items in front of the rental unit and, by letter dated May 27, 2025, were instructed by the Condominium Corporation to remove them. On June 3, 2025, the Landlord requested that the Tenants remove accumulated items, garbage, and feces from the front yard. On July 3, 2025, the Tenants received a formal notice advising that necessary tree removal could not proceed because service providers refused to enter the yard due to health concerns arising from the accumulation of garbage and feces. A subsequent inspection on July 7, 2025 revealed that the yard was covered in feces, the rental unit was in a neglected condition, the baseboards were heavily soiled, the kitchen cabinets were rotted, and the walls appeared to have been damaged by animal spray.
5. In her testimony, the Landlord affirmed the contents of the N7 Notice and explained they had received several letters from the Condominium Corporation regarding the state of the exterior of unit. These letters included the Landlords' responsibility to clear the offending areas and if not done, cost consequences would be assessed on the Landlords. They stated the Tenants ignored all of the Landlords' requests to clear the areas and as a result, they hired a company to remove the garbage, debris, and animal feces.
6. The Landlords' witness has been contracted by the Landlords as the property manager since 2019. They testified they have observed the state of the interior and exterior of the rental unit. The Landlords' representative submitted a series of photographs¹ as evidence. These photographs show piles of garbage, debris, and animal feces in the backyard areas of the rental unit. The Landlords' witness confirmed she had taken these photographs during unit inspections on July 2, 2025 and July 7, 2025.

¹ Landlords' Book of Documents – DOC-7369877 (Pages 69 to 74)

7. The Landlords' witness testified that they sent multiple written communications² to the Tenants between May 27, 2025 and July 30, 2025, receiving very little response. They stated that the Tenants refused to clear the affected areas, which ultimately required the Landlords to hire a company to clean the backyard at a cost of \$1,412.50.
8. The Landlords' witness further testified that during an inspection performed on February 5, 2026, the Tenants have again started to accumulate garbage, debris, and animal feces in the backyard. The Landlords' representative submitted a series of photographs³ as evidence. These photographs confirm the Landlords' witness' testimony as garbage, debris, and animal feces in the backyard are clearly visible.

Analysis and Legislation

9. The N7 Notice was served under section 63(1)(a) of the Residential Tenancies Act, 2006 (the 'Act'). Therefore, the Landlords must establish on a balance of probabilities that: (1) there is undue damage to the rental unit; and (2) it was caused wilfully by the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.
10. Based on the uncontested evidence and submissions before the Board, I am satisfied on a balance of probabilities that the Tenants, or a person permitted on the residential complex by the Tenants, caused undue damage to the rental unit and/or residential complex, either wilfully or negligently, by allowing an extensive accumulation of garbage, debris, and animal feces in the backyard.
11. As the photographs submitted by the Landlords clearly show that the Tenants caused the damage, and given the oral, photographic, and documentary evidence before the Board, it is reasonable to infer that the damage to the unit and/or residential complex was wilfully caused by the Tenants.

N8 Notice – persistently late rent payments

12. At the hearing, the Landlords sought to withdraw this portion of the L2 application, and I consented to the request.

Daily compensation and rent deposit

13. The Tenants were required to pay the Landlord \$10,317.82 in daily compensation for use and occupation of the rental unit for the period from September 1, 2025 to March 10, 2026.
14. Based on the monthly rent, the daily compensation is \$54.02. This amount is calculated as follows: \$1,643.00 x 12, divided by 365 days.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

² Landlords' Book of Documents – DOC-7369877 – Pages 91 to 106

³ Landlords' Book of Documents – DOC-7369877 – Pages 82 to 90

16. The Landlord collected a rent deposit of \$1,603.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$216.22 is owing to the Tenant for the period from October 25, 2018 to March 10, 2026.
17. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from eviction

18. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. Since the Tenants did not attend the hearing to give evidence of their circumstances, I am unable to determine if any relief from eviction should be considered.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated. The Tenant must move out of the rental unit on or before April 6, 2026.
2. If the unit is not vacated on or before April 6, 2026, then starting April 7, 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 7, 2026. **The Sheriff is requested to expedite the enforcement of this order.**
4. The Tenant shall pay to the Landlord \$10,317.82, which represents compensation for the use of the unit from September 1, 2025 to March 10, 2026. The Landlord must deduct any monies received from the Tenants for rent from this amount.
5. The Tenant shall also pay the Landlord compensation of \$54.02 per day for the use of the unit starting March 11, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes \$1,819.22 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
8. The total amount the Tenant must pay the Landlord is \$8,684.60. The Landlord must deduct any monies received from the Tenants from this amount.
9. If the Tenant does not pay the Landlord the full amount owing on or before April 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 7, 2026 at 4.00% annually on the balance outstanding.

March 26, 2026
Date Issued

Susan Priest
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 7, 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.