



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-096130-25

In the matter of: 506, 300 CONACHER DR
KINGSTON ON K7K5T6

Between: Kingston & Frontenac Housing Corporation Landlord

And

Lisa Doyle Tenant

Kingston & Frontenac Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Lisa Doyle (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.

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. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

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

Only the Landlord's legal representative Nicola Diak, and the Landlord's agent Morgan Ruttan attended the hearing.

As of 1:46p.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. Therefore, the tenancy between the parties is terminated.
2. The Landlord has not proven on balance of probabilities the claim for compensation in the application. Thus, the Landlord will not be awarded daily compensation.
3. The Tenant was in possession of the rental unit on the date the application was filed and is still in possession of the rental unit.
4. On October 30, 2025, the Landlord gave the Tenant a voidable N5 notice of termination pursuant to subsection 62 and 64 of the *Residential Tenancies Act*, 2006 ('the Act'). The notice details several incidents ranging from July 15, 2025, to September 6, 2025, concerning loud noises (including yelling of profanities) emanating from the rental unit; the Tenant walking down the hallway in the residential complex naked, while children were present; and the Tenant wilfully or negligently causing damage (large holes in the dry wall) inside her rental unit.
5. The notice further indicated that to void the notice the Tenant had to, stop the conduct/activity or correct the omission, and also either repair the damage, pay the Landlord the reasonable costs in the amount of \$2,500.00 to repair the damage, or make arrangements satisfactory to the Landlord, all within seven days after receiving the N5 notice of termination.
6. The seven-day voiding period in this case is from October 31, 2025, to November 6, 2025.
7. The Landlord's agent testified and confirmed the incidents in the N5 notice of termination. She testified that on September 30, 2025, an inspection was conducted at the rental unit. The reason for the inspection was based on the loud noises that other tenants had reported emanating from inside the Tenant's rental unit. During the inspection, the Landlord's agent observed significant damage (large holes) in the dry wall. She believed the damage to the wall (large holes) was caused by the Tenant throwing/smashing her whole body up against the wall. The Landlord's position is that this type of damage to the wall (large holes) does not happen unless it is wilfully caused.
8. Based on the evidence adduced at the hearing, I am satisfied on a balance of probabilities that the Tenant did not void the N5 notice, and that the Tenant wilfully/negligently caused undue damage to the rental unit. I accept the Landlord's agent uncontested evidence. Her testimony was corroborated by pictures filed with the Board of the damage inside the rental unit. These pictures show extremely large holes in several areas to the dry wall inside the rental unit. I take note that in some pictures, the entire dry wall is damaged with a large hole, and many cracks are emanating from a central point of the hole, which suggests the damage was caused by blunt force. Given the severe degree of the damage (large holes), coupled with the fact that the damage is exclusively inside the Tenant's rental unit, and absent any reasonable explanation for the cause of the damage, I am satisfied that the damage was more likely than not, wilfully/negligent caused by the Tenant. A copy of the invoice to repair the damage was also filed as evidence with the Board. The cost to repair the damage inside the rental unit is \$2,500.00. Given the amount to repair, I am satisfied the damage is undue. The Tenant did not repair the damage, pay the Landlord the reasonable costs to repair the damage or make arrangement satisfactory to the Landlord

within seven days after receiving the N5 notice of termination. Thus, the Tenant did not void the N5 notice of termination in accordance with section 62(3) of the Act.

9. Since I am satisfied on the ground for the termination of the tenancy pursuant to subsection 62 of the Act, I do not need to consider the ground for termination of the tenancy under subsection 64 of the Act.

Daily Compensation

10. The Landlord seeks daily compensation for use and occupation of the rental unit from the termination date. The Landlord did not provide sufficient evidence as to how much the Tenant has paid to the Landlord in rent since the termination date or the total amount being claimed for daily compensation. I am not satisfied on a balance of probabilities, that the Landlord has proven their claim for daily compensation. Therefore, I decline to award daily compensation.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Costs for damage

12. The Landlord seeks \$3,000 for costs related to damage on their application.
13. Given my findings above with respect to the damage being wilfully/negligent caused by the Tenant, I am also satisfied the Landlord has proven their claim for costs under subsection 89 of the Act. As previously noted, a copy of the invoice was filed as evidence with the Board in the amount of \$2,500.00 which substantiates the claim.
14. Accordingly, I will award the Landlord \$2,500.00 for reasonable costs that the Landlord will incur because of the damage.
15. The remaining costs in the amount of \$500.00 will not be awarded as they are related to cleaning and removing garbage. Cleaning is not damage; thus, this is not a valid claim.

Relief from Eviction

16. 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. The Landlord's legal representative is not aware of any circumstances which the Board should be made aware of whether to refuse or delay eviction.

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 April 7, 2026.
2. If the unit is not vacated on or before April 7, 2026, then starting April 8, 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 8, 2026.
4. The Tenant shall pay to the Landlord \$2,686.00, which represents the reasonable costs of repairing the damaged property and the costs of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before April 7, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 8, 2026, at 4.00% annually on the balance outstanding.

March 27, 2026
Date Issued

Inderdeep Padda
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 8, 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.