



**Order under Section 69 / 88.1 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-018499-26

In the matter of: 1 (basement), 410 LEVIS AVE
VANIER ON K1L6G5

Between: Jean Awad Landlord

And

Christian Leardnin Tenant
Alex Cleroux

Jean Awad (the 'Landlord') applied for an order to terminate the tenancy and evict Christian Leardnin and Alex Cleroux (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

Jean Awad (the 'Landlord') also applied for an order requiring Christian Leardnin and Alex Cleroux (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.

Jean Awad (the 'Landlord') also applied for an order requiring Christian Leardnin and Alex Cleroux (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on March 31, 2026.

Only the Landlord attended the hearing.

As of 9:28 am, 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.

When the capitalized word “Landlord” is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word “Tenant” is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the tenancy is terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On February 8, 2026, the Landlord gave the Tenant a first, voidable N5 notice of termination. Therefore, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).
4. On February 19, 2026, the Landlord gave the Tenant a second N5 notice of termination. The notice of termination contains the following allegations:
 5. The Landlord testified to the dates and times of the allegations contained in both the first and second N5 notices and submitted into evidence a timeline of the disturbances,

including smoking in the unit, not picking up his pet feces, yelling and screaming and threats to other tenants and the Landlord, which included pictures of the windows which was broken by the police to gain entry to the unit to arrest the Tenant and a can containing cigarette butts.

6. The Landlord testified that the Tenant's behaviour (Christian Leardnin) has caused another tenant in the triplex to suffer from PTSD and miss work. He further testified that he has had to provide an AirB&B to the other tenant and provide compensation in the form of discounted rent.
7. The Landlord testified that the second Tenant in the unit, Alex Cleroux, has already moved out of the unit due to fear of the Tenant Christian Leardnin.
8. Based on the uncontested evidence presented by the Landlord, I find on a balance of probabilities that the behavior of the Tenant has substantially interfered with the lawful right, privilege or interest of the Landlord and the other tenants residing in the residential complex. I am convinced that the volatile situation caused by the Tenant has affected the reasonable enjoyment of the other tenant's rental units and left them in a state of worry and fear.
9. The Landlord submitted that he is no longer seeking compensation for the damage.

Relief from Eviction

10. The Landlord is seeking a standard order terminating the tenancy, with an eviction date 11 days from the date of this order.
11. The Tenant did not attend the hearing to present any evidence or submissions in support of granting relief from eviction.
12. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) 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 April 13, 2026.
2. If the unit is not vacated on or before April 13, 2026, then starting April 14, 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 14, 2026.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.

5. If the Tenant does not pay the Landlord the full amount owing on or before April 13, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 14, 2026 at 4.00% annually on the balance outstanding.

April 2, 2026
Date Issued

Brenda Mercer
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 14, 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.