



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

File Number: LTB-L-097288-25

In the matter of: 441546 8 NDR CONC
ELMWOOD ON N0G1S0

Between: Robert Todd Caldecott Landlord

And

Butch Clarkson Tenant

Robert Todd Caldecott (the 'Landlord') applied for an order to terminate the tenancy and evict Butch Clarkson (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, and wilfully or negligently caused damage to the premises

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs that they have incurred or will incur to repair or replace undue damage to property.

This application was heard by videoconference on February 24, 2026. The Landlord, the Landlord's Legal Representative, M. Varao, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated.
2. The Tenant is in possession of the rental unit.
3. On November 10, 2025, the Landlord gave the Tenant a Notice to End your Tenancy for Interfering with Others, Damage or Overcrowding (N5) with a termination date of December 12, 2025.
4. The Landlord alleged in the notice that an inspection of the rental unit was conducted on September 8, 2025, which revealed the unit to be unclean with evidence of a rodent infestation. There were soiled clothing and garbage strewn across the laundry room floor, and unauthorized repairs made by the Tenant, including the replacement of flooring and doors. The Landlord also alleged that the Tenant caused damage to the bathroom door and drew graffiti on the ceiling and walls of the unit. In addition, on September 10, 2025, the Landlord received a complaint about yelling/noise disturbances within the rental unit at 3:00

a.m. The Landlord requested that the Tenant pays \$5,000.00 to repair or replace the damage caused to the rental unit.

5. The Landlord testified that there was excessive clutter in the rental unit as seen in the pictures taken on September 8, 2025, which he presented as evidence, and he reiterated the complaints contained in the N5 notice.
6. The Landlord did not conduct any other inspection of the unit either after the service of the notice or prior to the hearing. In addition, he did not provide any evidence to support the claim for \$5,000.00 to repair or replace the damage caused to the rental unit.
7. The Tenant testified that the rental unit has been cleaned, and the graffiti, painted over. The Tenant, who installs windows and doors for a living, replaced two doors, and the flooring in the kitchen himself, to improve the state of the unit. The Tenant conceded that he should have requested permission from the Landlord.
8. The Tenant further stated that he intends to repair the cracks on the bathroom door, which were caused by his dog.
9. The Tenant has resided in the rental unit for six years and has a girlfriend and two young children.

Analysis

10. Section 64(3) of the *Residential Tenancies Act, 2006* ('the Act') provides that a first N5 is voided if the Tenant, within seven days after receiving the notice, stops the conduct or activity or corrects the omission complained about. In this case, the seven-day voiding period ran from November 11, 2025, to November 18, 2025.
11. Based on all the evidence, although the Tenant may have cleaned the rental unit and painted over the graffiti, he has not yet repaired or replaced the damaged door which has holes in it. The Tenant did not repair the damaged door, pay the Landlord the reasonable costs to repair the damage or make arrangements satisfactory to the Landlord within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (Act).
12. I am satisfied that the conduct of the Tenant substantially interfered with the reasonable enjoyment of the residential complex by the Landlord or another lawful right, privilege, or interest of the Landlord.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. There is no last month's rent deposit.

Relief from Eviction

15. The Tenant is employed and has resided in the rental unit with his family for approximately six years. The Tenant testified that eviction would be a hardship for him and his family, especially with an expensive rental market.

16. The Landlord opposed the granting of relief due to the extent of the work he expects the rental unit would require.
17. The Tenant's decision to replace the flooring and doors without authorization substantially interfered with the Landlord's lawful rights, and the Landlord maintains that the work was not properly done. Despite being aware that his conduct and the damage he caused to the bathroom door could result in eviction, the Tenant has not repaired the door.
18. 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 May 31, 2026, pursuant to subsection 83(1)(b) of the Act. Additional time is given to the Tenant to secure alternative accommodation.

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 May 31, 2026.
2. If the unit is not vacated on or before May 31, 2026, then starting June 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 June 1, 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

Jitewa Edu
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 December 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.