



Order under Section 69 Residential Tenancies Act, 2006

Citation: Westlake v Ingham, 2026 ONLTB 28193

Date: 2026-04-14

File Number: LTB-L-104312-25

In the matter of: 110 RICHMOND ST S GD 0
HENSALL ON N0M1X0

Between: Jeffery Westlake Landlord

And

Ryley Ingham Tenant

Jeffery Westlake (the 'Landlord') applied for an order to terminate the tenancy and evict Ryley Ingham (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has willingly or negligently damaged the rental unit or residential complex.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date and applied for an order requiring the Tenant to pay compensation for the damages caused by him or a person he permitted in the residential complex

The Landlord, the Landlord's representative, Jim McIlhargey, and the Tenant attended the hearing. The Tenant met with Duty Counsel prior to the commencement of the hearing.

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

Determinations:

L1 Application

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,000.00. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$65.75. This amount is calculated as follows: \$2,000.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to March 31, 2026 are \$12,000.00.
7. There is no last month's rent deposit.
8. The Landlord incurred costs of filing the application in the amount of \$186.00 and is entitled to recover those costs.
9. The Tenant argued he had paid first and last month's rent but did not offer any evidence of such payments. In the absence of evidence, we accept the Landlord's evidence as uncontested.

L2 Application - Application to terminate and evict for wilful and negligent damage

10. The rental unit is a single-family home, a bungalow with an old basement and a newly built shed.
11. The Landlord's application was preceded by a single N5 notice of termination ("N5 Notice") deemed served on November 12, 2025. The N5 Notice alleges the Tenant or someone visiting or living with the Tenant has wilfully or negligently damaged the rental unit or the residential complex. The N5 Notice alleges the following:
 - On October 1, 2025 – Failure to maintain property to acceptable standards by having garbage, refuse, and debris about the property, resulting in the Municipality performing a cleanup and charging for cleanup services and an administrative fee, totalling \$682.63.
 - On October 16, 2025 – Unlawfully storing an unlicensed and inoperable (scrap) vehicle on the property, which was required to be removed therefrom by the Municipality, incurring costs to the Landlord for removal of \$1,811.96.
 - October 15, 2025 or earlier – Punching holes in the drywall, which will require repair at an estimated cost of \$1,000.00. Destroying vinyl flooring by allowing the Tenant's dog to urinate and defecate on the floor, causing warping and staining, at an estimated cost of \$10,000.00.
12. The Tenant did not dispute the Municipality had to cleanup the property on October 1, 2025 and on October 16, 2025 and that the Landlord incurred costs of \$2,494.59. The Tenant also did not seem to dispute the damage to the drywall or flooring but alleges he repaired all the holes in the drywall and the flooring.
13. The Tenant did not admit any evidence, such as photographs or receipts, supporting his position that he made repairs to the walls or flooring. Based on the evidence before us, we find the Tenant wilfully or negligently damaged the rental unit as outlined on the N5 notice of termination.

14. Subsection 64(3) of the *Residential Tenancies Act, 2006* (the "Act") states that a tenant can void an N5 Notice by stopping the activities or correcting the described behaviour within seven days of being served with notice. In this case, the seven day voiding period began on November 13, 2025 and ended on November 19, 2025. The Tenant did repair the damaged property or pay the Landlord \$13,494.00, which is the amount the Landlord estimated it will cost to repair the damaged property. Accordingly, the Tenant did not void the notice of termination.

Application for compensation for damage

15. The Landlord seeks an order requiring the Tenant to pay \$13,494.00 for the costs necessary to repair or replace the damaged property detailed in the N5 notice. Specifically, the Landlord seeks \$682.82 for the property cleanup on October 1, 2025, \$1,811.96 for the scrap vehicle removal on October 16, 2025, \$1,000.00 for the repair of holes in the drywall, and \$10,000.00 for the repair of the damaged flooring.
16. The Tenant did not dispute the damaged claimed by the Landlord but maintains he repaired the holes in the drywall and repaired the damaged flooring.
17. We find that the Landlord has failed to sufficiently establish the amount claimed for the drywall and flooring is reasonable. The Landlord testified that \$1,000.00 and 10,000.00 were his estimates for such work and did not include labour. No evidence was presented as to how the Landlord arrived at the estimates. Given this, we are unable to conclude the amount claimed is reasonable and appropriate. As such, the portion of the Landlord's claim regarding the drywall and flooring is dismissed.
18. In the absence of the Tenant's evidence as to whether some repairs had been undertaken, we accept the documented evidence from the Landlord for the vehicle tow and impound and the clean up of the yard by the Municipality. Accordingly, the Tenant shall be ordered to pay the Landlord \$2,494.78 for the damaged property.

Section 83 considerations

19. We 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.
20. The Tenant testified that he intends to vacate the rental unit by the end of April 2026. He proposed no plan to pay the arrears or the damage. We believe any relief from eviction would be prejudicial to the Landlord who has suffered due to the Tenant's failure to maintain the property and pay his rent.

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 25, 2026.
2. The Tenant shall pay the Landlord \$12,186.00, which is the amount the Tenant owes in arrears and costs to March 31, 2026.

3. The Tenant shall also pay the Landlord \$2,494.78 for the costs the Landlord will incur or has incurred to repair or replace the damaged property.
4. The Tenant shall also pay the Landlord compensation of \$65.75 per day for the use of the unit starting April 1, 2026 to the date the Tenant moves out of the unit.
5. If the Tenant does not pay the Landlord the full amount owing on or before April 25, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 26, 2026 at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before April 25, 2026, then starting April 26, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 26, 2026.

April 14, 2026

Date Issued

Vanessa Davies

Vanessa Davies

Member, Landlord and Tenant Board

Dawn Sullivan

Vice-Chair, 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 26, 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.