



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-106365-25

In the matter of: 1594 CHURCH ST
WINDSOR ON N8X1V3

Between: Joe Russo Landlord

And

Chantelle Armstrong Tenant

Joe Russo (the 'Landlord') applied for an order to terminate the tenancy and evict Chantelle Armstrong (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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on March 11, 2026.

The Landlord and their representative, Cameron Parrott, attended the hearing.

As of 9:35 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.

Determinations:

1. As explained below, the Landlord has 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 as set out below.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On December 9, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice alleges the Tenant continued to allow dog waste to accumulate in the yard of the residential complex.

4. The Landlord testified at the hearing. He described an ongoing issue where dog feces was repeatedly left in the yard and surrounding areas. The Landlord testified that he took several photographs (DOC 7490517) documenting the problem and observed the issue on many additional occasions.
5. The Landlord testified that the problem was first brought to his attention by a neighbouring tenant on February 19, 2025, who complained about stepping in feces near their back steps. The Landlord further testified that there was no improvement in the Tenant's behaviour following service of the notice, and that the issue continued through February 2026 and into March 2026.
6. Based on the uncontested evidence of the Landlord, including the photographs filed with the Board, I find that the Tenant repeatedly failed to remove dog waste from the rental property, resulting in ongoing interference with the reasonable enjoyment of the residential complex by other tenants.
7. I find that the Tenant did not stop the conduct within seven days after receiving the N5 Notice. The photographs provided by the Landlord establish that the conduct continued after service of the notice, including on December 13, 2025. I further find that the conduct persisted after the voiding period and continued up to March 4, 2026. Therefore, the Tenant did not void the N5 Notice in accordance with section 64(3) of the *Residential Tenancies Act, 2006* (the 'Act').
8. I have considered all of the circumstances in accordance with section 83 of the Act. The Tenant did not attend the hearing and there is no evidence before me to support granting relief from eviction. In the circumstances, I find that it would not be unfair to terminate the tenancy.
9. The Landlord is entitled to daily compensation for use and occupation of the rental unit after the termination date. The rent is paid to March 31, 2026. Therefore, daily compensation is payable beginning April 1, 2026.
10. Based on the monthly rent, the daily compensation is \$24.30. This amount is calculated as follows: \$739.00 x 12, divided by 365 days.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$300.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$66.10 is owing to the Tenant for the period from June 1, 2013 to March 11, 2026.

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 26, 2026.
2. If the unit is not vacated on or before April 26, 2026, then starting April 27, 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 27, 2026.
4. The Tenant shall also pay the Landlord compensation of \$24.30 per day for the use of the unit starting April 1, 2026 until the date the Tenant moves out of the unit.
5. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
6. The Landlord owes \$366.10 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.
7. If the Tenant does not pay the Landlord the full amount owing on or before April 26, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 27, 2026 at 4.00% annually on the balance outstanding.

April 15, 2026
Date Issued

Bryan Delorenzi
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 27, 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.