



Order under Section 69 Residential Tenancies Act, 2006

Citation: Charbonneau v Fournier, 2026 ONLTB 30381

Date: 2026-04-20

File Number: LTB-L-015892-26

In the matter of: UNIT 7, 111 BLOOR ST
SUDBURY ON P3C2K8

Between: Paul Charbonneau Landlord

And

Lucien Fournier Tenant

Paul Charbonneau (the 'Landlord') applied for an order to terminate the tenancy and evict Lucien Fournier (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 Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises.

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 31, 2026.

Only the Landlord's Representative John Cramer and the Landlord's Agent David Macisaac attended the hearing.

As of 1:23 pm, 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 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.

N5 Notice of Termination

3. The Landlord's Representative requested to withdraw the N5 application and proceed only on the N7 application, as they were similar in facts and I consented.

N7 Notice of Termination

4. On February 19, 2026, the Landlord gave the Tenant an N7 notice of termination. The notice of termination contains, in part, the following allegations:

January 11, 2026, the Tenant was breaking windows in his unit and throwing objects out his window into the front yard. The police attended and entered the Tenant's unit alleging that the Tenant stated there was debris in his living room and his wife was under the debris.

January 13, 2026, the Tenant was again throwing objects large heavy out of his window. The police were called.

February 9, 2026, parts of a stove were discovered outside of the Tenant's unit and on February 12, 2026, the Tenant invited the property manager in his unit complaining that he had taken his stove apart. Upon entry to the unit, the property manager observed the stove taken apart, the closet doors removed and every kitchen cupboard door. He further observed an unknown substance splattered on the walls and ceiling.

February 18, 2026, the Tenant had broken more windows and was again throwing heavy and dangerous items out of his window which were falling into the parking lot below.

Landlord's Evidence

5. The Landlord's Agent, David Macisaac (DM) testified to each of the allegations in the N7 notice and submitted pictures of the broken windows, the objects thrown from the windows and the condition of the Tenant's unit including the stove torn apart and the missing closet and kitchen cupboard doors.
6. DM testified to the items thrown out by the Tenant, out of the windows, including electronics, a heavy cabinet, a trolley, a closet door and a piece of plywood.
7. DM testified that the any one of the items the Tenant through out of his windows were capable of causing serious harm to other tenants and created serious safety concerns and the Tenant's behaviour was erratic and dangerous.

8. DM testified that the Tenant's unit was inspected on March 11, 2026, and in addition to the previous damage of the stove, broken windows and missing doors, there was an area of a wall missing exposing wiring and graffiti on the walls. Photos of the condition of the unit were submitted as evidence.
9. DM testified to the cost to repair the damage and submitted quotes which he described as low and reasonable in the amount of \$3,139.14 for the repair of the walls, \$841.85 for the replacement of the stove and \$1,818.17 for the replacement of the windows. Copies of the quotes were submitted as evidence.
10. DM further testified that many tenants were afraid to provide statements but submitted statements from 2 tenants who stated they were afraid for their safety due to the behaviour of the Tenant.
11. Based on the uncontested evidence, I find on a balance of probabilities that the Tenant has seriously impaired the safety of the other tenants by breaking his windows and throwing items out of the windows. This conduct occurred in the residential complex.
12. I further find that the Tenant has wilfully caused undue damage to the rental unit by breaking the windows, removing sections of the wall, painting graffiti on the wall, taking apart the stove and removing the closet and kitchen cupboard doors.

Daily compensation and rent deposit

13. The Landlord did not present any evidence in support of their claim for compensation and therefore, the claim for compensation is denied.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlord collected a rent deposit of \$862.33 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$126.14 is owing to the Tenant for the period from May 1, 2018, to March 31, 2026.
16. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from eviction

17. The Landlord is seeking a standard order terminating the tenancy, with an expedited eviction date.
18. The Tenant did not attend the hearing to present any evidence or submissions in support of granting relief from eviction.
19. 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 25, 2026.
2. 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.
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 26, 2026. **The Sherrif is requested to expedite the enforcement of this order.**
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The Landlord owes \$988.47 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.
6. The total amount the Tenant must pay the Landlord is \$4996.69.
7. 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.

April 20, 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 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.