



**Order under Section 69 / 88.2
Residential Tenancies Act, 2006**

File Number: LTB-L-018783-26

In the matter of: B, 82 KENT ST
GUELPH ON N1H3B8

Between: Barbara Ann Wright Landlords
Vance Wright

And

Jennifer Lee Tenants
Matthew Butcher

Barbara Ann Wright and Vance Wright (the 'Landlords') applied for an order to terminate the tenancy and evict Jennifer Lee and Matthew Butcher (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe. The Landlord also claimed charges related to NSF cheques.

The Landlords also applied for an order to terminate the tenancy and evict the Tenants because the Tenants, another occupant of the rental unit or a person the Tenants permitted in the residential complex have seriously impaired the safety of any person and the act or omission occurred in the residential complex and because the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex have wilfully caused undue damage to the premises. The Landlord also applied for an order requiring the Tenants to pay the Landlords' reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

These applications heard by videoconference on April 13, 2026. Only the Landlords attended the hearing. As of 9:35 a.m., the Tenants were 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:

L1 application

1. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,500.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$82.19. This amount is calculated as follows: \$2,500.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to April 30, 2026 are \$10,000.00.
7. The Landlords are entitled to reimbursement of \$80.00 for bank fees they incurred as a result of 4 cheques given by or on behalf of the Tenants which were returned NSF.
8. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

L2 application

9. The Landlords' application is based on a Notice to End your Tenancy for Causing Serious Problems in the Rental Unit or Residential Complex ('N7 Notice'), deemed served on February 6, 2026. The N7 Notice alleges that the Tenant's behaviour has seriously impaired the safety of another person and this behaviour occurred in the residential complex. The N7 Notice set out two reasons for ending the tenancy: 1) the Tenants' behaviour or the behaviour of someone visiting or living with the Tenants have seriously impaired the safety of another person and this behaviour occurred in the residential complex; and 2) the Tenants or someone visiting or living with the Tenants have wilfully damaged the rental unit or the residential complex.
10. Based on the uncontested evidence before me, I am satisfied Tenant Matthew Butcher wilfully damaged the rental unit on or around December 26, 2025 by pushing Tenant Jennifer Lee into a wall causing a hole and kicking in the main door to the rental unit causing the door frame to break. I am also satisfied that Tenant Matthew Butcher seriously impaired the safety of another person by assaulting Tenant Jennifer Lee in the rental unit.
11. I am satisfied the Tenants failed to pay heat and electricity costs that they were required to pay under the terms of the tenancy agreement. The Landlords have incurred reasonable out-of-pocket expenses of \$1,282.79 because of the Tenants' failure to pay Enbridge and Hydro.
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.
13. I am satisfied that conduct of Tenant Matthew Butcher is so concerning that termination of the tenancy is reasonable and appropriate. The Landlords testified that Tenant Matthew Butcher's conduct has worsened since they filed their application with the Board. They stated that police have attended the rental unit multiple times. On March 5, 2026, police contacted the Landlords to advise that they would be executing a search warrant for guns, ammunition, drugs, drug trafficking, and stolen goods. The Landlords indicated that there

is a family with four children that live upstairs from the Tenants and that the Tenant's conduct poses a threat to this family.

14. The Landlords collected a rent deposit of \$2,500.00 from the Tenants and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
15. Interest on the rent deposit, in the amount of \$20.42 is owing to the Tenants for the period from November 23, 2025 to April 13, 2026.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated. The Tenants must move out of the rental unit on or before April 19, 2026.
2. The Tenants shall pay to the Landlords \$6,314.05. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application and unpaid NSF charges. The rent deposit and interest the Landlords owe on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
3. The Tenants shall pay the Landlords compensation of \$82.19 per day for the use of the unit starting April 14, 2026 until the date the Tenants move out of the unit.
4. The Tenants shall pay to the Landlords \$1,282.79, which represents the reasonable out-of-pocket expenses the Landlords incurred as a result of the unpaid utility costs.
5. If the Tenants do not pay the Landlords the full amount owing on or before April 25, 2026, the Tenants 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 19, 2026, then starting April 20, 2026, the Landlords 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 20, 2026.

April 14, 2026
Date Issued

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 expires on October 20, 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Hearing Date	\$8,568.47
Application Filing Fee	\$186.00
NSF Charges	\$80.00
Less the amount of the last month's rent deposit	- \$2,500.00
Less the amount of the interest on the last month's rent deposit	- \$20.42
Total amount owing to the Landlord	\$6,314.05
Plus daily compensation owing for each day of occupation starting April 14, 2026	\$82.19 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	