



**Order under Section 69 / 88.2 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-106737-25

In the matter of: Upper Front, 221 St. Andrew Street
Port Dover ON N0A1N0

Between: Paul Murphy Landlord

And

Logan Graham Tenant

Paul Murphy (the 'Landlord') applied for an order to terminate the tenancy and evict Logan Graham (the 'Tenant') because:

- 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 Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

The Landlord applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on April 15, 2026.

Only the Landlord's Legal Representative, A. Harbuz, and the Landlord, attended the hearing.

As of 10:26 a.m., 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 of May 4, 2026 and the Tenant shall pay to the Landlord \$1,685.49.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 25, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination alleging the Tenant's conduct substantially interferes with the reasonable enjoyment of the other tenants in complex and the Landlord's lawful rights, interests, or privileges. Therefore, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).
4. On December 17, 2025, the Landlord gave the Tenant a second N5 notice of termination. The notice of termination contains the following allegations:
 - December 5, 2025 – the Tenant plugged the toilet which overflowed causing damage in the unit below. The costs to repair/replace the damage was \$825.00.
 - The Tenant has not paid the water bill.
5. The Landlord stated that something overflowed in the Tenant's unit which caused water damage in the unit below. He stated that he has been unable to get access to the Tenant's unit and is unaware if there is any damage in her unit. However, he stated that had to repair the damage in the unit below at a cost of \$825.00. He provided a copy of an Estimate Sheet from Gates Construction Ltd. dated December 14, 2025 into evidence (DOC-7022207).
6. Based on the uncontested evidence before me, I was satisfied that the Tenant, an occupant of the rental unit or a person permitted in the residential complex by the Tenant has wilfully or negligently caused undue damage to the residential complex by allowing water to overflow in her unit which damaged the unit below.
7. The Landlord has incurred reasonable costs of \$825.00 to repair the damage and replace property that was damaged and cannot be repaired.
8. The Landlord stated that the Tenant is responsible for paying the water utility on top of her rent. He stated that she stopped paying the bill and he received collection notices from the County. In the application, the Landlord provided three collection letters, the first one dated April 1, 2025 in the amount of \$69.32, the second one dated August 28, 2025 in the amount of \$104.39, and the third one dated November 24, 2025 in the amount of \$108.87 (DOC-7022144).
9. The Landlord further stated that he received additional notices from the County that the unpaid water costs will be transferred to his tax roll. In support of his assertion, he provided copies of three letters received by the County, the first dated January 15, 2026 for the amount of \$160.01, the second dated February 4, 2026 in the amount of \$62.36, and the third dated April 7, 2026 in the amount of \$169.54 into evidence (DOC-7384710pgs1-2 & DOC-7766274).
10. Based on the uncontested evidence before me, I was satisfied that the Tenant has failed to pay water costs that they were required to pay under the terms of the tenancy agreement.
11. The Landlord has incurred or will incur reasonable out-of-pocket expenses of \$674.49 as a result of the Tenant's failure to pay water costs.

12. There is no last month's rent deposit.

13. 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 May 4, 2026.
2. If the unit is not vacated on or before May 4, 2026, then starting May 5, 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 May 5, 2026.
4. The Tenant shall pay to the Landlord \$674.49, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
5. The Tenant shall also pay to the Landlord \$825.00, which represents the reasonable costs of repairing the damage and replacing the damaged property.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenant must pay the Landlord is \$1,685.49.
8. If the Tenant does not pay the Landlord the full amount owing on or before May 4, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 5, 2026 at 4.00% annually on the balance outstanding.

April 23, 2026

Date Issued

Lisa Del Vecchio

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 November 5, 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.