



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

File Number: LTB-L-107178-25

In the matter of: M1, 772 Wellington St. E.
Sault Ste. Marie ON P6A2N1

Between: Dwayne Mark Wood Landlord

And

Wesley Kenneth Alton Tenant

Dwayne Mark Wood (the 'Landlord') applied for an order to terminate the tenancy and evict Wesley Kenneth Alton (the 'Tenant') because:

- 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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the building has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord in a building that has three or fewer residential units and the Landlord resides in the building.

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 7, 2026. Only the Landlord attended the hearing.

As of 10:50 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:

Preliminary Issue:

Application Amendment

1. The Landlord sought to withdraw his claim for damages as stated in his application.
2. Given that this does not prejudice the Tenant, I consented to the Landlord's request. The application has been amended to remove the claim for damages.

Landlord's L2 Application

3. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy shall terminate on May 4, 2026.
4. The Tenant was in possession of the rental unit on the date the application was filed.
5. The building has three or fewer residential units, and the Landlord lives in the building. His unit is two floors above the Tenant's rental unit.
6. On November 29, 2025, the Landlord gave the Tenant an N7 notice of termination alleging that the Tenant, their occupants or guests, had loud verbal arguments and broke a window in the rental unit.
7. The Landlord's evidence was that the Tenant had his adult daughter living with him. The two became involved in a loud verbal altercation on November 12, 2025, in the middle of the night. During this altercation, the Tenant's daughter threw a perfume bottle, and the Landlord reports hearing sounds consistent with multiple items being thrown in the rental unit. He could also hear the parties making verbal threats against each other.
8. On November 13, 2025, the Landlord was awoken at 4:30 a.m. because the Tenant and his daughter were in another loud verbal dispute. The Tenant's daughter was outside of the rental unit on the porch, screaming loudly. The Landlord believes that the Tenant's daughter, using a large rock, broke a window of the rental unit. He heard shattering and observed a rock nearby. Police were called.
9. Given the Landlord's uncontested evidence, I am satisfied that the Landlord has proven on a balance of probabilities that the Tenant, or his guest or occupant's conduct, has substantially interfered with the Landlord's lawful rights and privileges, and substantially interfered with the Landlord's reasonable enjoyment of the rental complex. In my view, a reasonable tenant knows, or ought to know, that this behaviour would be disruptive to the other occupants of the building.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. 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. The Landlord was not aware of any reason to delay or deny the eviction.
14. I am not persuaded that the tenancy is tenable by way of a conditional order. The building is small, and the Landlord lives in the building. In my view, it would be prejudicial to the Landlord to allow the tenancy to continue because the disruptions not only interrupted the quiet enjoyment of the Landlord but also resulted in property damage.

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 \$186.00 for the cost of filing the application.
5. 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

Jane Dean
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.