



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Nuvo Investments Inc. v Carr, 2026 ONLTB 32578

Date: 2026-04-23

File Number: LTB-L-026007-26

In the matter of: Unit 6, 240-242 East Main Street
Welland ON L3B3W9

Between: Nuvo Investments Inc. Landlord

And

Richard Carr Tenant

Nuvo Investments Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Richard Carr (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 Landlord also 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 16, 2026. Only the Landlord's agent Baljinder Srann attended the hearing

As of 1:32pm, 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. At the commencement of the hearing, the Landlord withdrew their claim for monetary compensation for the damages. As such, the order will only address the Landlord's request to terminate the tenancy.
2. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy.
3. The Tenant was in possession of the rental unit on the date the application was filed and remained in possession as of the hearing date.
4. The Landlord's application is based on a N7 notice of termination served to the Tenant on March 23, 2026. The N7 notice alleges that the Tenant has seriously impaired the safety of himself and other residents in the residential complex and that the Tenant has caused wilful damage to other units located in the residential complex.
5. The residential complex is a two-storey building consisting of seven rental units.
6. The Landlord's agent testified that on November 4, 2025, a Fire Prevention Officer attended the residential complex for an inspection and noted several Fire Code violations in the rental unit. The Landlord's agent stated that the Fire Department noted that the smoke detectors in the rental unit had been removed and that the electrical panel had its front cover removed which left the wires exposed.
7. The Landlord's agent further testified that on March 23, 2026, the Tenant had broken into a vacant unit in the residential complex (unit #4) and had disassembled the appliances and removed the copper wiring from the rental unit. The Landlord's agent also stated that the front entrance door to this rental unit was damaged as a result of the Tenant's forced entry. The Tenant was subsequently arrested by the Police because of this incident.
8. Sections 63(1) and 66(1) of the *Residential Tenancies Act, 2006* (the Act) state:
 - 63 (1)** Despite section 62, a landlord may give a tenant notice of termination of the tenancy that provides a termination date not earlier than the 10th day after the notice is given if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex,
 - (a) wilfully causes undue damage to the rental unit or the residential complex; or
 - (b) uses the rental unit or the residential complex in a manner that is inconsistent with use as residential premises and that causes or can reasonably be expected to cause damage that is significantly greater than the damage that is required in order to give a notice of termination under clause (a) or subsection 62 (1).

66 (1) A landlord may give a tenant notice of termination of the tenancy if,

- (a) an act or omission of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant seriously impairs or has seriously impaired the safety of any person; and
- (b) the act or omission occurs in the residential complex.

9. Based on the uncontested evidence and submissions before the Board, I find that the Tenant has caused wilful damage to the residential complex by breaking into and damaging the front entrance door and appliances in a neighbouring rental unit and further find that the Tenant has seriously impaired the safety of both himself and other residents by removing the smoke detectors in the rental unit and by tampering with the electrical box in the residential complex.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. 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.
12. The Tenant was not present at the hearing to give evidence or submissions with respect to their circumstances or to suggest that the conduct not reoccur. As such, the Landlord's request for termination is granted.

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 28, 2026.
2. If the unit is not vacated on or before April 28, 2026, then starting April 29, 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 29, 2026. The Sheriff 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. If the Tenant does not pay the Landlord the full amount owing on or before April 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 29, 2026 at 4.00% annually on the balance outstanding.

April 23, 2026
Date Issued

Fabio Quattrociocchi
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 29, 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.