



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

**Citation:** KERTMAC INC v BROWN, 2026 ONLTB 33977

**Date:** 2026-05-01

**File Number:** LTB-L-088969-25

**In the matter of:** A, 463 NINTH ST E  
CORNWALL ON K6H2V6

**Between:** KERTMAC INC Landlord

**And**

SARAH BROWN Tenants  
TYLER GENEAU

KERTMAC INC (the 'Landlord') applied for an order to terminate the tenancy and evict SARAH BROWN and TYLER GENEAU (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully caused undue damage to the premises;
- the Tenants, another occupant of the rental unit or someone the Tenants 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 claimed compensation for each day the Tenants remained in the unit after the termination date.

KERTMAC INC (the 'Landlord') also applied for an order requiring SARAH BROWN and TYLER GENEAU (the 'Tenants') 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 Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

This application was heard by videoconference on February 3, 2026.

The Landlord's Agent, Cheryl Catieux (CC), and the Landlord's Legal Representative, Daniel Moak and the Tenants attended the hearing. The Tenants spoke to Tenant Duty Counsel prior to the start of this proceeding.

**Determinations:**

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application, however I find that it is appropriate in all of the circumstances to grant relief from eviction to the Tenants under s. 83(1) of the Residential Tenancies Act, 2006 (the 'Act'). Therefore, the tenancy between the Landlord and the Tenants will continue subject to the conditions outlined below.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On October 17, 2025, the Landlord gave the Tenants an N7 notice of termination, with a termination date of October 27, 2025. The notice of termination alleges the Tenants or someone visiting or living with the Tenants wilfully damaged the rental unit of the residence complex and the Tenants, another occupant of the rental unit or someone the Tenants 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.
4. The Landlord's Agent CC, whom is the Landlord's property manager provided oral testimony and submitted documentary evidence that the Tenants their guests or occupants caused the following damage:
  1. The Tenants their guests or occupants broke the steel door window insert on or about March 3, 2024, and the Tenants advised a friend had knocked on the door to aggressively.
  2. On October 23, 2024, when a gas technician was servicing the Tenants fireplace it was discovered the window in the living room was broken.
  3. On March 21, 2025, the Landlord was contacted by the City of Cornwall regarding the refuse and garbage all over the property and an order of compliance was issued on April 8, 2025.
  4. On May 9, 2025, the refuse was accumulating at the front entrance and the rear of the residential complex, and individuals were residing in the rear in tents.
  5. On May 14, 2025, the Tenants contacted with Landlord in regard to a maintenance request for a clogged lavatory, and damage was noted to the flooring and main floor.
  6. On June 30, 2025, the Tenant in the front unit vacated and the property manager locked up the garage door.
  7. On July 4, 2025, the City of Cornwall contacted the Landlord regarding ongoing conditions on the property related to refuse all over, which was removed by the Landlord and charged back to the Tenants, the Tenants acknowledged the same at the time.
  8. On July 17, 2025, the property was remediated regarding the refuse as per the City of Cornwall's request.
  9. On July 18, 2025, during an inspection of the property it was discovered the garage lock had been removed and it was evidence that unhoused individuals were

residing in said garage. When the Tenants were notified, they believed it was common space. The Tenants were advised to have their guest vacate the garage and on July 23, 2025, upon inspection persons were found in the garage they vacated, and it was locked up again.

10. After this point the Tenants continued to access the garage and use the same that was inconsistent with the use of the residential complex, however after this point the Landlord and or the Landlord Agents did not re-attend for safety reasons.
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5. CC further testified, that all the above damage and costs of repairs amounts to \$3,000.00, which did not include any further damage that could be in the rental unit as the Tenants have refused entry even with proper notice since late September 2025, hence why the Landlord has brought this herein application forward.
  6. The Landlord's Legal Representative submitted that the Landlord takes these incidents very seriously as the area of the residential complex is home to other children, families and vulnerable individuals who are impacted by the guests/other occupants the Tenants have allowed on the residential complex property.
  7. Furthermore, the Landlord's Legal Representative, submitted that the Landlord and their agents had repeatedly outlined the Landlord's concerns and requested the Landlord be reimbursed for the damage caused by the Tenants, and to refrain from housing friends or other individuals in the rear yard and garage, and to clean up the refuse and garbage accumulated at the property. Given the seriousness of these incidents, and the non-response from the Tenants, the Landlord served the eviction notices to terminate the tenancy.
  8. Moreover, the Landlord's Agent, testified and submitted evidence to the true cost that was paid by the Landlord associated to repair the damages by the Tenants in the amount of \$3000.00.
  9. I am satisfied based upon the oral testimony of the Landlord's Agent CC, and the Tenants acknowledgement of the damages, and condition of the property in their testimony and the documentary evidence submitted that the Tenants, their guests or occupants have willfully caused undue damage to the residential property of the Landlord at the residential complex, by breaking the glass windows, door inserts, clogging the toilet and further damages to the flooring.
  10. Moreover, the Tenants, another occupant of the rental unit or someone the Tenants 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 Tenants testified that they allowed friends, friendly individuals and unhoused individuals at some points more than 10 to panhandle on the property and to reside in tents in the rear yard and use the garage as a common area, and living quarter which was inconsistent with the use of the residential premises.

11. Based on the evidence before me, on a balance of probabilities, I am satisfied that the Tenants engaged in the conduct as detailed in the N7 notice, as such the Tenants willfully damaged the rental unit of the residence complex and the Tenants, another occupant(s) of the rental unit or someone the Tenants 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.
12. The Landlord sought an eviction order and out of pocket expenses in the amount of \$3,000.00 for the repairs incurred.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Tenants submitted they wished to continue the tenancy and would pay the Landlord the costs incurred; however, they required time given their personal and financial circumstances. Moreover, the Tenants committed to not allowing visitors/friends/guests to reside in the rear yard and the garage, which was not part of their tenancy agreement.
15. The Tenants further testified they would be rendered unhoused if evicted.
16. Having considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, I find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act, irrespective to my oral ruling during the proceeding, upon further reflection.
17. The Act is remedial legislation and the courts have determined that evicting a tenant is a remedy of last resort. In the cases of *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Div. Ct.) and *Paderewski Society v. Ficyk*, [1998], the Divisional Court stated,  
*"To put somebody out of their home must, in my view, call for clear and compelling circumstances that it's no longer possible for the arrangement to continue."*
18. This order, with specific conditions that are required for the Tenants to comply with to continue their tenancy, should serve as a wake-up call to the Tenants that they have a stark choice to make.
19. The Tenants must choose between keeping their home by complying with the conditions of this order, or they could face eviction and have to relocate.
20. I have considered all the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence or referenced all of the testimony, I have considered it when making my determinations.
21. This order contains all of the reasons within it and no further reasons will be issued.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants continues if the Tenants meet the conditions set out below.
2. The Tenants shall pay to the Landlord \$3,000.00 on or before August 31, 2026, which represents the reasonable costs of replacing the damaged property.
3. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application on or before August 31, 2025.
4. The total amount the Tenants owe the Landlord is \$3,186.00.
5. The Tenants shall not cause the garage on the residential complex to be used or accessed by guests and/or visitors to their rental unit, as the garage is not a common space of the residential complex and is not included in their tenancy agreement.
6. The Tenants shall not cause refuse/garbage to accumulate on the property whether same is left by the Tenants, their guests or occupants of their rental unit in contravention to the City of Cornwall By-laws.
7. If the Tenants fail to comply with the conditions set out in paragraph 2, 3, 4, 5 and 6 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenants. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenants.
8. If the Tenants do not pay the Landlord the full amount owing on or before August 31, 2026, the Tenants will start to owe interest. This will be simple interest calculated from September 1, 2026, at 4.00% annually on the balance outstanding.

**May 1, 2026**  
**Date Issued**

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Panagiotis P. Roupas  
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.