



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

File Number: LTB-L-016654-26

In the matter of: Room #5, 541 DUNDAS ST
SAULT STE. MARIE ON P6C3R7

Between: Investo Property Management Landlord

And

Thomas Kidder Tenant

Investo Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Thomas Kidder (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (L1 Application)

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex involving the production of an illegal drug, the trafficking in an illegal drug or the possession of an illegal drug for the purposes of trafficking; 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. (L2 Application)

The Landlord further claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on March 19, 2026.

Only the Landlord's agent Ryley Ward (R.W) and the Landlord's legal representative Brittney-Rose Ward attended the hearing.

As of 1:30p.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:

L2 Application

1. At the hearing, the Board raised a preliminary issue pertaining to validity of the N6 Notice of Termination. Subsection 43(2) of the *Residential Tenancies Act*, 2006 ('the Act') requires that if a notice is given by a landlord, it shall set out the reason and details respecting the termination. The Divisional court in *Ball v. Metro Capital Property*, [2002] O.J. No. 5931, clarified that the particulars that notices of termination should include are dates and times of the alleged offensive conduct together with a detailed description of the alleged conduct engaged by the tenant. There were no detailed particulars provided in the N6 Notice that alleged whether the Tenant or another occupant of the rental unit was engaged in either "production", "trafficking", or "possession for the purposes of trafficking" at the rental unit/residential complex. Neither were their detailed particulars provided as to the type of "illegal drug". Thus, I determined the N6 Notice to be invalid.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On February 6, 2026, the Landlord gave the Tenant an N7 notice of termination pursuant to subsection 66 of the Act for serious impairment of safety. As summary of the allegations contained in this notice is that on February 1, 2026, Ryley Ward attended the rental unit to collect rent, and at this time the Tenant headbutted Ryley Ward which caused him to sustain injuries requiring medical attention.
4. Subsection 66, of the Act reads:

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

5. The Divisional Court in *Furr v. Courtland Mews Cooperative Housing Inc.*, 2020 ONSC 1175 (CanLII) confirmed that serious impairment of safety includes both actual impairment and a real risk of impairment. Further, the court in *Harris v Toronto Community Housing Corp.*, [2009] O.J. No. 2873 (Div. Ct.), para 18, stated that subsection 65(1) of the Tenant Protection Act, now subsection 66(1) of the Act:

... does not incorporate a fault element as do regulatory offences which allow a due diligence defence. The alleged act or omission of the tenant, occupant or the person permitted in the residential complex underpinning the notice need not be morally blameworthy as the section could apply to a tenant suffering from dementia whose omission seriously impaired the safety of other tenants in the residential complex or could seriously impair the safety of other persons in the future.

6. R.W testified and confirmed the incident on February 1, 2026. He testified that when he attended the rental unit to collect from the Tenant, the Tenant headbutted him in the face when R.W was in the upstairs kitchen (the residential complex). R.W further claimed that the reason the Tenant headbutted him in the face was because the Tenant wanted R.W to drop various criminal charges which he had filed against the Tenant and because R.W did not drop the charges against the Tenant, this caused the Tenant to headbutt him in the face. R.W testified that due to the Tenant's conduct, he sustained an injury to his upper lip (lost skin on his lip). Ambulance had attended the rental unit and took a picture of the

injury. R.W further testified that police attended the rental unit, and the Tenant was charged with Assault under the *Criminal Code*.

7. Based on the evidence adduced at the hearing, I am satisfied that the Landlord has proven their claim. I accept R. W's uncontested that the Tenant headbutted him, which caused him to sustain injuries to his lip. A photograph of the injury was filed as evidence with the Board, and it corroborated his claim. The photograph reveals R.W bleeding from his mouth and he is covered in a large amount of blood. Thus, I am satisfied that the Tenant's conduct has seriously impaired his safety.
8. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Landlord's legal representative is not aware of any circumstances which the Board should be made aware of whether to refuse or delay the eviction.

L1 Application

9. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant 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.
10. As of the hearing date, the Tenant was still in possession of the rental unit.
11. The lawful rent is \$550.00. It is due on the 1st day of each month.
12. Based on the Monthly rent, the daily rent/compensation is \$18.08. This amount is calculated as follows: $\$550.00 \times 12$, divided by 365 days.
13. The Tenant has not made any payments since the application was filed.
14. The rent arrears owing to March 31, 2026, are \$1,100.00. However, since the tenancy is being terminated pursuant to the L2 application as explained below, the arrears ordered will be calculated to the date of the hearing.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. The Landlord's legal representative advised that there is no last month's rent deposit. Accordingly, the Landlord's application is amended to reflect the same.
17. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Landlord's legal representative is not aware of any circumstances which the Board should be made aware of whether to refuse or delay the eviction.

18. The Landlord seeks a non voidable order for termination of the tenancy pursuant to the L2 application and an order for arrears on the L1 application. Given my findings above, I am satisfied that the request is appropriate.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 10, 2026.
2. Pursuant to the L1 application, the Tenant shall pay to the Landlord \$1,079.52. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application.
3. The Tenant shall also pay the Landlord compensation of \$18.08 per day for the use of the unit starting March 20, 2026, until the date the Tenant moves out of the unit.
4. If the Tenant does not pay the Landlord the full amount owing on or before May 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 11, 2026, at 4.00% annually on the balance outstanding.
5. If the unit is not vacated on or before May 10, 2026, then starting May 11, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 11, 2026. The Sherrif is requested to expedite the enforcement of this order.

May 5, 2026
Date Issued

Inderdeep Padda
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 expires on November 11, 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.