



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

File Number: LTB-L-072485-25-AM

In the matter of: 231 BRIDLEWREATH ST
KITCHENER ON N2E4B5

Between: Karanvir Singh Kang Landlord

And

Thomas Dyer Tenant
Ashley Dyer

When the capitalized word “Tenant” is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Karanvir Singh Kang (the 'Landlord') applied for an order to terminate the tenancy and evict Thomas Dyer and Ashley Dyer (the 'Tenant') because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant. Also, 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 claimed compensation for each day the Tenant remained in the unit after the termination date.

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 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 January 7, 2026.

Only the Landlord attended the hearing.

As of **2:33pm**, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. At the onset of the hearing at 10:45am, the Tenant, Ashley Dyer, was present to request an adjournment because they had a pediatrician appointment scheduled for 11:30am and needed to leave by 10:20am in this regard. The Tenant's request for an adjournment was denied on this basis, but the Tenant was advised that the matter would be stood down until 2:30pm and to at least check in by this time to provide a status update or the matter may proceed in their absence. The Tenant's device remained active in the hearing room after they were excused for their pediatrician appointment.

At 2:33pm when the matter was recalled, the Tenant's device was still active in the hearing room, however, the Tenant would not unmute their device after repeated requests. As a result, the hearing proceeded with only the Landlord's evidence.

I should note that after the hearing was finished at the end of the block and I returned to the main session of the videoconference, the Tenant's device followed without prompting.

This amended order is issued to correct clerical and typographical issues. The amendments are underlined and in bold for ease of reference.

Determinations:

1. The Tenant was in possession of the rental unit on the date the application was filed and remained in possession of the unit as of the hearing date.
2. The Landlord's application was filed based on a Second N5 Notice Termination. However, at the hearing the Landlord requested to withdraw the additional monetary claims associated with any damages on the Second N5 Notice and I consented to this request. **The basis for the request is that the Landlord has not fully accounted for additional damages to the rental unit as of the hearing date and therefore they do not want to be estopped from raising a claim for additional damages at a later date. I see no reason to deny the Landlord's request on this basis.**
3. The Landlord **also** requested to withdraw termination of the tenancy based on their second N5 Notice of Termination and to proceed only with their claim for unpaid utilities and **damages to the garage of the rental unit as listed on the first N5 Notice and for termination of the tenancy based on the First N5 Notice and I consented to their request.**
4. **The Landlord also withdrew their claim for daily compensation and I consented to this request.**
5. The Landlord submits that they are claiming a higher amount for the unpaid utilities than they did when they first filed their application on September 25, 2025. In support of their request, they submitted that they served a copy of the new bills on the Tenant on December 29, 2025 along with a breakdown of the outstanding amounts. On this basis I see no prejudice to the Tenant in granting the Landlords request to amend the application to include the additional utility amounts **as I am satisfied that the Tenant is aware of the additional amount.**

6. On August 3, 2025 the Landlord gave the Tenant a first N5 Notice of termination. The termination date in the first N5 Notice is August 27, 2025. The N5 Notice alleges that the Tenants have substantially interfered with the Landlords lawful right, privilege and interest by breaching their contract with the Landlord to maintain tenant insurance and to pay for the utilities under the terms of their lease. The N5 Notice further alleges that the Tenant caused wilful or negligent damage to the garage door of the rental unit.
7. The Tenant did not stop the conduct or activity or correct the omission or repair the damage to the rental unit within seven days after receiving the first N5 Notice of termination.
8. The Landlord testified that the Tenant did not pay for the utilities, did not provide proof of their tenant insurance and they did not pay for the damage to the garage door or make arrangements satisfactory to the Landlord to repair the damage during the seven day voiding period. Therefore, the Tenants did not void the N5 Notice in accordance with ss 62(3) or 64(3) of the *Residential Tenancies Act, 2006* (the 'Act').
9. The Landlord testified that even as of the hearing date the Tenant has not made any efforts to pay the utilities, to provide the Landlord with a copy of their tenant insurance or repair the garage door.
10. I am also satisfied that the Tenants failed to provide proof of their tenant insurance to the Landlord when the Landlord requested a copy on August 2, 2025 and that this constitutes substantial interference with the Landlord's lawful rights obtained under the lease agreement.
11. In *Stanbar Properties v. Rooke* (September 22, 2025) (Ont. Div. Ct), the Divisional Court found that the tenant's refusal to comply with the condition to maintain property insurance constituted substantial interference with the landlord's lawful rights obtained under the lease agreement.

Termination and Compensation for Unpaid Utilities

12. The Tenant failed to pay the heat and water costs that they were required to pay under the terms of the tenancy agreement for the period of August 1, 2025 to December 18, 2025. Although the bills submitted by the Landlord for Kitchener Utilities includes the hot water heater rental charges, these are not included in the amount owing by the Tenant.
13. The Landlord has incurred reasonable out-of-pocket expenses of \$1,334.19 as a result of the Tenant's failure to pay heat and water costs. Accordingly, the Tenant will be ordered to reimburse the Landlord for this expense.
14. I am satisfied that the Tenants have substantially interfered with the Landlord's lawful right and interest by failing to pay the ongoing utilities and to maintain the account in their own name.

Termination and Compensation for Undue Damage

15. I am satisfied that the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to

the rental unit or residential complex. More specifically, the Tenant damaged the overhead garage door by admittedly driving their vehicle into it and had agreed to pay for the damage to the Landlord.

16. However, they have not paid for the damage or replaced the door as of the hearing date. The Landlord submits that the Tenant purchased their own used garage door, but had not installed it. The Landlord is unsure about whether or not it would work in the space provided. In this regard, the Landlord obtained a quote in order to replace the garage door as it is covered in dents and is bent and the rails are broken and require replacement. Based on the photodocumentary evidence provided by the Landlord, and without evidence to the contrary, I am satisfied that the full replacement of the door including the rails is required.
17. The Tenant moved into the rental unit in September or late August of 2023 and the door was not damaged at that time. The Landlord noticed the damage to the garage door on a walk by the property on or about July 29, 2025 and then took pictures of the damage on July 31, 2025 and confronted the Tenants about it. They admitted they caused the damage and would repair it at the time.
18. The quote provided by the Landlord is for \$1,814.61 to replace and install the new garage door and I find this cost reasonable as it is the same door with the same specifications as the previous one. The Landlord has not yet paid for the replacement of the door but I am satisfied that they will incur these costs in the event the Tenant does not repair the door before vacating.
19. **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.**
20. The Tenant did not attend the hearing to make submissions regarding their unique circumstances to consider any discretionary relief from eviction.
21. **The Landlord has six children including two teenagers and have their own financial obligations with their family and their spouse is not currently working and they have no savings in which to continue to float the two mortgages or the utilities.**
22. **On this basis I find that granting any further additional relief would be prejudicial to the Landlord.**
23. The Landlord incurred \$186.00 in filing fee costs and since they are successful on their application and they requested these costs, I also find it appropriate to order the Tenants to reimburse the application filing fee costs to the Landlord.

It is ordered that:

1. The Landlords request for daily compensation for the use of the unit is withdrawn.
2. **The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 15, 2026.**

3. **If the unit is not vacated on or before May 15, 2026, then starting May 16, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.**
4. **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 16, 2026.**
5. The Tenant shall pay to the Landlord \$1,334.19, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
6. The Tenant shall also pay to the Landlord \$1,814.61, which represents the reasonable costs of replacing the damaged property.
7. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
8. The total amount the Tenant must pay the Landlord is \$3,334.80
9. If the Tenant does not pay the Landlord the full amount owing on or before March 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 31, 2026 at 4.00% annually on the balance outstanding.

March 25, 2026
Date Issued

May 4, 2026
Date Amended

Terri van Huisstede
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 16, 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.