



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

File Number: LTB-L-104169-25

In the matter of: 204, 413 EDWARD ST N
THUNDER BAY ON P7C4P6

Between: Dawson Properties Landlord

And

David Baillie Tenants
Jennifer Kolodij

Dawson Properties (the 'Landlord') applied for an order to terminate the tenancy and evict David Baillie and Jennifer Kolodij (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

Dawson Properties (the 'Landlord') also applied for an order requiring David Baillie and Jennifer Kolodij (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 March 24, 2026.

Only the Landlord's Agent Michael Floyd attended the hearing.

As of 10:34 a.m., the Tenants were 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. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore,

the tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before May 26, 2026.

2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The Landlord served two N5 Notices of Termination alleging that the Tenants substantially interfered with the reasonable enjoyment or another lawful right, privilege or interest of the landlord or another tenant pursuant to s.64(1) of the *Residential Tenancies Act, 2006* (Act).

First N5 Notice

4. The Landlord served the Tenants with an N5 Notice of Termination ("N5 Notice") on November 3, 2025, which alleges excessive noise was coming from the Tenants' rental unit on October 27, 2025, October 30, 2025 and November 3, 2025.
5. The Landlord's witness Sherlene Letourneau ('S.L.') is a tenant who resides in the unit below the Tenants and provided testimony regarding the noise complaints from October 27, 30, and November 3, 2025. Additionally S.L. provided testimony regarding ongoing noise issues that she had experienced emanating from the Tenants' rental unit on November 8, 2025.
6. Based on the uncontested evidence before me I am satisfied on a balance of probabilities that the Tenants did not stop the conduct or activity within seven days after receiving the N5 notice of termination. Therefore, the Tenants did not void the N5 notice of termination in accordance with s.64(3) of the Act.

Second N5 Notice

7. Pursuant to Section 68(1)(b) of the Act on November 21, 2025 a second non-voidable N5 Notice of Termination ("2nd N5 Notice") to end the tenancy as the Tenants or someone visiting or living with the Tenants had substantially interfered with the reasonable enjoyment of the residential complex and/or with another lawful rights, privileges, or interests of the Landlord or another person was served on the Tenants. The 2nd N5 Notice had a termination date of December 8 2025. The 2nd N5 notice alleges that on November 8, November 11 and November 21, 2025, the Tenants or their guests caused excessive noise at the residential complex.
8. The Landlord's witness S.L. testified that on November 11, 2025 she was awoken at 2:00 a.m. due to banging and noise emanating from the Tenants' unit consisting of banging and yelling. It sounded to her like furniture was being moved around the apartment. This noise continued until the morning.
9. She further testified that on November 21, 2025 she was awoken around midnight due to hammering, slamming of doors, screaming and yelling coming from the Tenants' rental unit. She stated that this noise continued until about 7:30 a.m.
10. S.L. further testified that that the noise continues on an almost daily basis and that she is intimidated by the Tenants and their guests as they have made threatening gestures to her.

11. Based on the uncontested evidence I am satisfied that this conduct on a balance of probabilities has substantially interfered with the Landlord's and another tenants' reasonable enjoyment of the residential complex.

Relief from Eviction

12. The Landlord seeks a termination of the tenancy and reimbursement of the application fee.
13. The Landlord's Agent and Witness testified that the Tenants continue to yell and caused excessive noise that disturbs other Tenants despite being served with the N5 notices. The Landlord's Agent stated that he was not aware of any reason to delay or deny eviction. The Tenants failed to attend the hearing to provide any testimony or submissions regarding their circumstances for consideration with respect to relief from eviction.
14. 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. Considering the Tenants' behaviour post service of the N5 notice of termination, I find that the Tenants would be unable to comply with a conditional order and issuing one would further extend the interference with the reasonable enjoyment of other residents. The Tenant's continued behaviour has prevented the Landlord from meeting its obligations to ensure other residents can reasonably enjoy the residential complex.

Daily compensation, NSF charges, rent deposit

15. The Tenants were required to pay the Landlord \$3,922.00 in daily compensation for use and occupation of the rental unit for the period from December 9, 2025 to March 24, 2026.
16. Based on the monthly rent, the daily compensation is \$37.00. This amount is calculated as follows: \$1,125.34 x 12, divided by 365 days.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
18. The Landlord collected a rent deposit of \$1,045.00 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$103.45 is owing to the Tenants for the period from February 1, 2022 to March 24, 2026.
19. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenants are required to pay.

Compensation for damages

20. Included in the Landlord's application is a claim for compensation in the amount of \$454.82 for damage to the front entry window of the residential complex. In order for an application for damages made pursuant to section 89(1) of the *Act* to succeed, a landlord must establish the following:

(a) there was property damage to the rental unit or residential complex;

(b) the damage is “undue” meaning that it is not normal wear and tear and it is not insignificant; and

(c) the damage was a result of wilful or negligent conduct by the Tenants, occupant or guest.

21. In this context, the word “property” refers to the physical objects such as walls, ceilings, floors, appliances and fixtures in a residential complex.
22. If all of these factors are met, then the Board can award the Landlord the reasonable cost of repair, or the replacement if it is not reasonable for the damage to be repaired.
23. The Landlord’s Agent testified that on December 2, 2025, surveillance video in the lobby of the residential complex captured the Tenant David Baillie kicking and breaking a window at the entry to the residential complex. He reported the incident to Thunder Bay Police, which was recorded under incident #TB25605785.
24. Additionally the Landlord had Langen Glass Ltd. attend the residential complex and replace the window. An invoice was submitted at the hearing in the amount of \$454.82 to replace the broken window.
25. With respect to the above noted damage, based on the uncontested evidence before me, I find that the undue property damage was as a result of the Tenant’s willful or negligent conduct. I also find that the amount claimed for the window in the amount of \$454.82 is reasonable.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before May 26, 2026.
2. If the unit is not vacated on or before May 26, 2026, then starting May 27, 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 27, 2026.
4. The Tenants shall pay to the Landlord \$3,922.00, which represents compensation for the use of the unit from December 9, 2025 to March 24, 2026 less any amounts previously paid.
5. The Tenants shall also pay the Landlord compensation of \$37.00 per day for the use of the unit starting March 25, 2026 until the date the Tenants move out of the unit.
6. The Tenants shall pay to the Landlord \$454.82, which represents the reasonable costs of replacing the damaged property.
7. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.

8. The Landlord owes \$1,148.45 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenants.
9. The total amount the Tenants must pay the Landlord is \$3,414.37.
10. If the Tenants do not pay the Landlord the full amount owing on or before May 26, 2026, the Tenants will start to owe interest. This will be simple interest calculated from May 27, 2026 at 4.00% annually on the balance outstanding.

May 15, 2026
Date Issued

Sean Ramage
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 27, 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.