



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

File Number: LTB-L-105843-25

In the matter of: 1, 174 1/2 HUNTER ST W
PETERBOROUGH ON K9H2L2

Between: Stathmar Management Corp. Landlord

And

Troy Evans Tenant

Stathmar Management Corp. (the 'Landlord') applied for an order to terminate the tenancy and evict Troy Evans (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;
- 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 Tenant has been persistently late in paying the Tenant's rent.

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

Stathmar Management Corp. (the 'Landlord') also applied for an order requiring Troy Evans (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.

Stathmar Management Corp. (the 'Landlord') also applied for an order requiring Troy Evans (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 March 26, 2026.

The Landlord's Representative Emilio Vaiano, Landlord's Agent Maria Golias, and the Tenant Troy Evans attended the hearing.

Determinations:

1. The Tenant was in possession of the rental unit on the date the application was filed.
2. On November 30, 2025, the Landlord gave the Tenant a first N5 notice of termination. The notice alleged that the Tenant had failed to pay utility charges for the rental unit and had also wilfully or negligently caused damage to the unit, including excessive clutter, unsanitary conditions, pest issues, broken fixtures, and other repair issues.
3. With respect to the unpaid utilities, the N5 alleged that the Tenant had failed to pay utility charges that the Tenant was required to pay under the tenancy. The Landlord's evidence was that utility charges remained outstanding in the amount of \$630.85. The parties agreed at the hearing that this amount was still owing after the voiding period in the N5 notice, although the Tenant later paid the utility charges up to date in March 2026.
4. On the basis of the evidence before the Board, I find on a balance of probabilities that the Tenant failed to pay utility costs that the Tenant was required to pay under the terms of the tenancy. I am satisfied that the Tenant's failure to pay those utility charges substantially interfered with the Landlord's lawful rights, privileges, or interests, because the Landlord was required to carry charges that were the Tenant's responsibility. Since the unpaid utility charges were not paid within the voiding period, the Tenant did not void the N5 notice with respect to this allegation.
5. With respect to the damage allegations, I am not satisfied that the Landlord has proven, on a balance of probabilities, that the Tenant did not repair or adequately remediate the conditions complained of within the voiding period, or that the Landlord proved reasonable repair costs attributable to undue damage caused by the Tenant. The Landlord did not reinspect the unit after the voiding period, there was insufficient evidence of the condition of the unit before the tenancy began, and the contractor's quote was not sufficiently supported by reliable evidence establishing that the work quoted was required because of undue damage rather than age, ordinary wear and tear, or conditions that may have existed previously. The damage portion of the N5 application is therefore dismissed.
6. On November 30, 2025, the Landlord also gave the Tenant an N8 notice of termination alleging persistent late payment of rent. I am not satisfied that the Landlord has proven this ground. The evidence was that the Tenant's rent was paid by pre-authorized withdrawal initiated by the Landlord on the 1st of the month, and the Landlord treated months as "late" where the funds were withdrawn on the 1st but did not clear the account until the 2nd. On that evidence, the Landlord has not proven that the Tenant persistently failed to pay the rent on the date it was due. The N8 application is dismissed.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

8. The Tenant requested relief from eviction and testified that eviction would cause significant hardship. The Tenant said he would be homeless if evicted, that he pays below-market rent, lives across from the bus stop he uses to get to work, and would have difficulty finding alternative housing. The Tenant also testified that the unit is now clean and that he is maintaining it.
9. 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 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. The only allegation proven is the unpaid utilities claim. The damage allegations and the persistent late payment claim were not proven. In these circumstances, I find that the tenancy should be preserved on the condition that the Tenant strictly complies with ongoing utility payment obligations for a 12-month period.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. For a period of 12 months after the date of this order, the Tenant shall pay all utility charges that the Tenant is required to pay under the tenancy agreement in full and on time.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 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 Tenant. 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 Tenant.
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 of \$186.00 on or before June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026, at 4.00% annually on the balance outstanding.

May 19, 2026
Date Issued

Kyle Anderson
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.