



Order under Section 69 Residential Tenancies Act, 2006

Citation: Victoria Park Community Homes v Bendnsond, 2026 ONLTB 38505

Date: 2026-05-20

File Number: LTB-L-075302-25

In the matter of: 36, 39 PAULANDER DR
KITCHENER ON N2M5K6

Between: Victoria Park Community Homes

Landlord

And

April Bendnsond

Tenant

Victoria Park Community Homes (the 'Landlord') applied for an order to terminate the tenancy and evict April Bendnsond (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes ('the L1 Application').

The Landlord also applied for an order to terminate the tenancy and evict 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 willfully or negligently damaged the rental unit or the residential complex.
(‘the L2 Application’)

This application was heard by videoconference on May 11, 2026.

Only the Landlord’s agent, Patrick Langille, attended the hearing.

As of 9:30 AM, 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:

L1 Application – Non-Payment of Rent

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,198.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$39.39. This amount is calculated as follows: \$1,198.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to May 31, 2026, are \$14,247.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$144.66 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$1.09 is owing to the Tenant for the period from January 1, 2026, to May 11, 2026.

L2 Application – Substantial Interference & Damages

10. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and claim for compensation in the application. Therefore, the tenancy between the Landlord and the Tenant is terminated effective May 31, 2026. The Tenant must move out of the unit on or before May 31, 2026.

Landlord's evidence

11. On August 26, 2025, the Landlord served the Tenant with an N5 notice of termination with a termination date of September 30, 2025. The notice of termination was delivered by mail and was deemed served on August 31, 2025.
12. The notice alleges that the Tenant substantially interfered with the Landlord's lawful rights, privileges, or interests and that the Tenant willfully or negligently damaged the rental unit or residential complex. Specifically, the notice alleges that on June 3, 2025, the Landlord received an invoice from Golden Disposal Waste & Recycling Services in the amount of \$546.18 for contracted service due to the Tenant disposing garbage bags and loose garbage in the back and front yard of the unit.

13. Under subsection 64(3) of the Act, the notice is void if the Tenant, within seven days of receiving it, stops the conduct or corrects the omission.
14. In this case, the seven-day voiding period ran from September 1 to September 7, 2025.
15. The notice advised the Tenant that to void the notice the Tenant was required within 7 days to either pay the full outstanding balance of \$546.18 or establish a formal payment arrangement for the outstanding balance.
16. The Landlord submitted a copy of a detailed invoice from Golden Disposal Waste & Recycling Services indicating a service date of May 26, 2025. The invoice description states:

Large messy clean up of loose rotten garbage, piled on deck of this unit, items removed from behind unit on deck, down the steep hill and walking long distance to unit – includes hauling and disposal
17. The invoice further describes the items removed including: loose garbage; clothes; food; dishes; garbage pails full of miscellaneous garbage; plastic printer shelf; computer printer; homemade work bench; cat litter box full; blue box of comingled paper, tin glass and plastic; laundry basket full of garbage; pieces of wood; empty flower pots; TV; computer monitor; suitcase; bike frame; and steam cleaner.
18. The Landlord also submitted a letter to the Tenant dated July 18, 2025, wherein the Landlord advised of the outstanding invoice and requested payment by July 31, 2025, in order to avoid the Landlord issuing an N5 notice.
19. The Landlord's agent testified that the Tenant has not reached out to the Landlord to make payment arrangements.

Analysis

20. Based on the uncontested testimony and evidence before me I find, on the balance of probabilities, that the Tenant substantially interfered with the right, privilege or interest of the Landlord by improperly disposing of household garbage and items in the front and back yard of the rental unit. This behaviour not only negatively impacts the character of the residential complex but also creates a substantial risk for attracting vermin and is also a health and safety concern.
21. I am also satisfied that the Tenant did not void the N5 notice because the Tenant did not reimburse the Landlord's costs for clean-up nor did the Tenant attempt to arrange a formal payment arrangement with the Landlord if the Tenant could not pay the full balance in one payment. Therefore, the Landlord has proven the grounds for eviction.

Relief from Eviction

22. The Tenant has made good-faith efforts to provide the Tenant with an opportunity to avoid being served with an N5 notice. Despite frequent attempts to communicate with the Tenant, the Landlord has received no response.

23. The Landlord's agent was not aware of any circumstances of the Tenant that should be considered relative to whether eviction should be delayed or denied.
24. 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.

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 31, 2026.
2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing, the amount owing to the Landlord for clean up and waste removal, and the cost of filing the application.
3. As of the date of the hearing, the Tenant owes the Landlord \$13,482.29. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application.
4. The Tenant shall also pay the Landlord \$546.18 for costs incurred by the Landlord for clean up of the front and back yard of the rental unit.
5. The total amount the Tenant owes the Landlord for rent arrears up to May 11, 2026, and for costs incurred by the Landlord for garbage removal and disposal, less the rent deposit and interest the Landlord owes on the rent deposit is \$14,068.72. *See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$39.39 per day for the use of the unit starting May 12, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 31, 2026, then starting June 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 June 1, 2026.

May 20, 2026
Date Issued

Melissa Anjema
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 December 1, 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Hearing Date	\$13,482.29
Application Filing Fee	\$186.00
Landlord's costs for garbage removal	\$546.18
Less the amount of the last month's rent deposit	- \$144.66
Less the amount of the interest on the last month's rent deposit	- \$1.09
Total amount owing to the Landlord	\$14,068.72
Plus daily compensation owing for each day of occupation starting May 12, 2026	\$39.39 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	