



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Windsor Essex Community Housing Corporation v Marchand, 2026 ONLTB 38841

Date: 2026-05-21

File Number: LTB-L-000298-26

In the matter of: 50, 109 BRIEN AVE E
ESSEX ON N8M2N9

Between: Windsor Essex Community Housing Corporation Landlord

And

Terry Marchand Tenant

Windsor Essex Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Terry Marchand (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; and
- 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 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 24, 2026.

The Landlord's Legal Representative, Madeline Whitworth, the Landlord's Agent, Jamie Pisani, and the Tenant attended the hearing.

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. However, the tenancy between the Landlord and the Tenant shall continue if the Tenant meets the conditions set out in this order.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 10, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on November 15, 2025. The notice of termination indicated a termination date of December 10, 2025 and alleged that the Tenant interfered with another tenant's or the Landlord's reasonable enjoyment of the residential complex and/or the Landlord's lawful rights, privileges or interests. It stated that the Tenant, someone visiting or someone living with the Tenant has wilfully or negligently damaged the rental unit or residential complex. The N5 notice of termination indicates that in order to void the N5 notice of termination, the Tenant could stop the activities or correct their behaviour and pay \$298.58 which was the cost associated to the substantial interference and the cost to repair the damaged property as described in the N5 notice of termination within 7 days after receiving the notice.
4. The N5 notice of termination alleges that the Landlord incurred an expense of \$298.58 as a result of repairs made to a wall and the replacement of an alarm in the residential complex.
5. The Landlord's Agent Jamie Pisani ('J.P.') testified that he is the Property Manager for Windsor Essex Housing, which includes the residential complex.
6. J.P. provided some background information regarding the residential complex, stating that exterior doors to the residential complex were being left propped open which created a security issue as anyone could enter the residential complex through the propped open doors, without a key or being 'buzzed' into the building. To address this issue the Landlord installed an alarm system on the doors that would activate if a door was opened for more than 15 seconds. The Landlord also installed security cameras at the exterior doors.
7. J.P. testified that on April 9, 2025 an alarm and the surrounding wall were damaged in the residential complex. A review of surveillance video from the residential complex shows an individual approach the door and slam it shut, the same individual appears moments later and strikes the alarm and wall area around the door with a hammer multiple times and the alarm can be seen falling to the floor.
8. J.P. stated that in reviewing the video surveillance that he recognized the individual damaging the wall and alarm as the Tenant.
9. The Tenant does not dispute that he caused damaged to the door alarm and wall within the residential complex.
10. The Landlord submitted an invoice from Four Seasons Maintenance in the amount of \$169.50 for the repair of the wall and an invoice from HD Supply FM Toronto 0200 in the amount of \$124.24 for the replacement of the alarm.

11. J.P. further testified that on June 8, 2025 and July 16, 2025 a security camera in the hallway of the residential complex outside the Tenant's unit was damaged. A review of the surveillance video from the camera shows the Tenant on June 8, 2025 and July 16, 2025 reaching up to the camera with an object in his hand and dragging that object across the camera lens causing scratches to the lens.
12. The Tenant does not dispute that he damaged the camera outside his unit, but stated that he had concerns with the proximity of the camera to his unit.

Wilful or Negligent Damage

13. Subsection 62(1) of the *Residential Tenancies Act, 2006* (Act). provides:

62(1) a landlord may give a tenant notice of termination of the tenancy if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex willfully or negligently causes undue damage to the rental unit or the residential complex.

14. To succeed on this claim, the Landlord must establish the following:

- (a) physical damage to the rental unit or the residential complex;
- (b) physical damage that is "undue", meaning not normal wear and tear; and
- (c) physical damage that is willfully or negligently caused by the tenant, another occupant of the rental unit or a person whom the tenant permitted in the residential complex.

15. Based on the uncontested evidence before me the Landlord has established that the damage occurred to the rental unit or residential complex, that the damage was not caused by normal wear and tear and that the damage was willfully or negligently caused by the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex.
16. The Tenant did not repair the damage, pay the Landlord the reasonable costs to repair the damage or make arrangements satisfactory to the Landlord within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with section 62(3) of the *Act*.

Substantial Interference

17. Section 64 of the *Act* states that:

A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant.

18. The Landlord alleges in the N5 notice that by not paying the invoices associated with the expenses incurred by the Landlord resulting from the damage, the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex, the Tenant has substantially interfered with the Landlord's lawful rights, privileges or interests.
19. J.P. confirmed that the Landlord had paid the associated invoices totalling \$298.58.
20. Based on the uncontested evidence before me I am satisfied that the Tenant's failure to pay the invoices related to expenses the Landlord had incurred have resulted in substantial interference with the Landlord's lawful right, privilege or interest.

Daily compensation, NSF charges, rent deposit

21. The monthly rent is \$115.00. The daily compensation is \$3.78. This amount is calculated as follows: $\$115.00 \times 12$, divided by 365 days.
22. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
23. There is no last month's rent deposit.

Compensation for damages

24. Included in the Landlord's application is a claim for compensation in the amount of \$298.58 for damage to the wall and alarm. In order for an application for compensation 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 Tenant, occupant or guest.
25. In this context, the word "property" refers to the physical objects such as walls, ceilings, floors, appliances and fixtures in a residential complex.
26. 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.
 - The Landlord's Agent testified that the Tenant damaged the following items: a wall; and an alarm.
27. With respect to the above noted damage, based on the evidence before me, I find that the undue property damage was as a result of the Tenant's wilful or negligent conduct. I also

find that the amount claimed for the repair of the wall and replacement of the alarm in the amount of \$298.58 is reasonable.

Relief from eviction

28. The Landlord seeks an order terminating the tenancy as they have concern for the safety of its staff given the Tenant's use of a weapon (a hammer) to destroy the alarm and damage the wall. Additionally J.P. testified that the Tenant had a prior confrontation with maintenance staff in the residential complex.
29. The Tenant seeks to maintain the tenancy and seeks a conditional order to be imposed. They indicated that they would pay for the damages caused.
30. The Tenant has resided in the rental unit since June, 2024 and the Landlord confirms that, apart from the issues raised in this application, the Tenant has not previously caused any undue damage to the rental unit or residential complex. Nor has the Tenant caused any additional undue damage to the rental unit or residential complex since the application was filed. The Landlord's Agent did not provide specific details regarding an alleged prior confrontation between the Tenant and maintenance staff for the Board to appropriately consider that event. Additionally that event does not form part of the Landlord's application.
31. I am satisfied that the Tenant would abide by a conditional order not to cause more damage to the rental unit or residential complex. I am also satisfied that the Tenant will pay the Landlord the reasonable costs to repair the damage.
32. Having considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, I 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.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay to the Landlord \$484.58, which represents the reasonable costs of repairing the damage and/or replacing the damaged property and the Landlord's costs of filing this application by July 31, 2026.
3. The Tenant, another occupant of the rental unit or a person whom the Tenant permits in the residential complex shall not willfully or negligently cause undue damage to the rental unit or residential complex for a period of 12 consecutive months commencing June 1, 2026 and ending May 31, 2027.
4. If the Tenant fails to comply with the conditions set out in paragraphs 2 or 3 of this order, the Landlord may apply under section 78 of 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.

5. The Tenant shall also pay the Landlord compensation of \$3.78 per day for the use of the unit from December 11, 2025 to March 25, 2026, less any amounts previously paid by the Tenant.
6. If the Tenant does not pay the Landlord the full amount owing on or before July 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2026 at 4.00% annually on the balance outstanding.

May 21, 2026
Date Issued

Sean Ramage
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.