



**Amended Order
Order under Section 69 / 89
Residential Tenancies Act, 2006
And Section 21.1 of the Statutory Powers Procedure Act**

File Number: LTB-L-012791-26-AM

In the matter of: 419, 345 WHARNCLIFFE RD N
LONDON ON N6G1E5

Between: LONDON & MIDDLESEX COMMUNITY HOUSING Landlord

And

EVERTON BELL Tenant

LONDON & MIDDLESEX COMMUNITY HOUSING (the 'Landlord') applied for an order to terminate the tenancy and evict EVERTON BELL (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, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex; and the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises.

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

The Landlord further 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 12, 2026.

Only the Landlord's agents Kelley O'Donnell and Deven Richardson ('D.R') attended the hearing. The Landlord's witness Jesse McMillian also attended.

As of 9:34a.m., 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.

This amended order is issued to correct clerical error in the original order issued on April 27, 2026.

Determinations:

1. At the hearing, the Board raised a preliminary issue that it will not consider the Landlord's claim for costs for cleaning under subsection 89 of the *Residential Tenancies Act, 2006* (the 'Act'). Cleaning is not damage. The Board advised that it will hear the claims for damage related to the front door of the rental unit, in the amount of \$1,612.51. The Landlord's legal representative confirmed they are seeking this amount.
2. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy related to wilful damage on the N7 Notice of Termination. Therefore, the tenancy between the parties is terminated. I am also satisfied as to the Landlord's claim for costs for undue damage pursuant to subsection 89 of the Act. Therefore, the Tenant will be ordered to pay the Landlord the costs the Landlord has incurred to repair or replace the undue damage to property.
3. I am not satisfied the Landlord has proven their claim for compensation for each day the Tenant remained in the unit after the termination date. Therefore, no daily compensation will be awarded.
4. The Tenant was in possession of the rental unit on the date the application was filed.

N7 Notice of Termination & Costs for Damage

5. On January 9, 2026, the Landlord gave the Tenant a non voidable N7 notice of termination for reasons that the Tenant has seriously impaired the safety of another person and this behaviour occurred in the residential complex, and that the Tenant has wilfully damaged the rental unit or residential complex. The notice of termination contained various allegations. The relevant allegation for the purposes of this order is the allegation related to wilful damage. The notice alleges that on October 20, 2025, the Tenant was observed on CCTV camera arriving at the front door of his rental unit with a green shopping bag. The Tenant put down green shopping bag and then proceeded to forcefully kicking the front door of his rental unit. The Tenant kicked the front door of the rental unit seven times to the point that the front door of the rental unit broke open, and the Tenant was able to enter the rental unit. The front door of the rental unit along with the door frame, and the dry wall behind the front door sustained extensive damage due to the Tenant's wilful conduct.
6. The Landlord's agent D.R confirmed the incident on the N7 notice of termination with respect to wilful damage. He testified that on October 20, 2025, the Landlord's office received a phone call from another tenant residing in the residential complex that the front door of the Tenant's rental unit required repairs. The Landlord's agent testified that he reviewed the CCTV camera footage and determined that the Tenant had forcibly entered his rental unit. A CCTV camera footage recording of the incident was filed as evidence

with the Board. D.R confirmed that the person kicking the front door to the rental unit was the Tenant. D.R also testified that the front door to the rental unit required full replacement due to the Tenant's wilful conduct. Copies of both the damaged door and the dry wall behind the front door entrance, and a copy of the invoice were filed as evidence with the Board.

7. Based on the uncontested evidence adduced at the hearing, I am satisfied on a balance of probabilities that the Landlord has proven their claim for termination of the tenancy based on wilful damage, and their claim for costs under subsection 89 of the Act.
8. The CCTV camera footage recording of the incident corroborates D.R's testimony. The Tenant on this recording is observed to be forcibly kicking the front door of the rental unit multiple times and eventually gains entry to his rental unit. This video along with the photographs of the damaged door and the drywall behind the front door inside the rental unit, clearly establishes that the Tenant wilfully kicked the front door and this caused the front door and the drywall inside the rental unit located behind the front door to sustain extensive damage. The dry wall is completely broken and has a very large hole. The front door of the rental unit itself is broken from side that has the handle and the locking mechanism. The invoice confirms that, the front door to the rental unit had to be replaced, the door frame, along with the dry wall inside the rental unit, also had to be repaired. Given the nature of the damage as illustrated by the photographic evidence, and the amount required to repair/replace the damaged property at the rental unit in the amount of \$1,612.51, I am satisfied that the damage to the rental unit was undue. The Landlord's agent confirmed that the Landlord has incurred these expenses to replace/repair the damage property.
9. Accordingly, I will award the Landlord \$1,612.51 for costs the Landlord has incurred to repair and replace the damaged property.
10. Since I am satisfied as to the termination of the tenancy on the N7 Notice for wilful damage, I do not need to consider the other ground for termination of the tenancy on the N7 notice for serious impairment of safety. Neither do I need to consider the termination of the Tenancy on the voidable N5 Notice of Termination for substantial interference, and wilful or negligent damage to the rental unit that the Landlord gave the Tenant on January 9, 2026.

Daily compensation

11. The Landlord seeks daily compensation for use and occupation of the rental unit from the termination date. The Landlord did not provide sufficient evidence as to how much the Tenant has paid to the Landlord in rent since the termination date or the total amount being claimed for daily compensation. I am not satisfied on a balance of probabilities, that the Landlord has proven their claim for daily compensation. Therefore, I decline to award daily compensation.
12. There is no last month's rent deposit. Thus, I do not need to consider subsection 89(2) of the Act.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from Eviction

14. 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. The Landlord's legal representative is not aware of any circumstances which the Board should be made aware of whether to refuse or delay eviction.
15. This order contains all the reasons for my decision within it. No further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 2, 2026.
2. If the unit is not vacated on or before May 2, 2026, then starting May 3, 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 3, 2026. The sheriff is directed to expedite the enforcement of this order.
4. The Tenant shall pay to the Landlord \$1,612.51, which represents the reasonable costs of repairing the damage/replacing the damaged property.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenant shall pay the Landlord is \$1,798.51.
7. If the Tenant does not pay the Landlord the full amount owing on or before May 2, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 3, 2026, at 4.00% annually on the balance outstanding.

April 27, 2026

Date Issued

Inderdeep Padda

Member, Landlord and Tenant Board

May 25, 2026

Date Amended

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 3, 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.