



**Order under Section 69 / 88.1
Residential Tenancies Act, 2006**

File Number: LTB-L-107691-25

In the matter of: 57 MARGARET ST
HAMILTON ON L8P4C7

Between: Victoria Park Management Landlord

And

George McKenna Tenant

Victoria Park Management (the 'Landlord') applied for an order to terminate the tenancy and evict George McKenna (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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Victoria Park Management (the 'Landlord') also applied for an order requiring George McKenna (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on March 30, 2026.

Only the Landlord's Representative, Patrick Langille, attended the hearing.

As of 9:56 a.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.

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 Tenant must pay to the Landlord the amount of \$1,828.00.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on February 26, 2026 as a result of a previous L1 application filed by the Landlord.

N5 notice of termination – substantial inference

4. On December 13, 2025, the Landlord gave the Tenant an N5 notice of termination ('N5 notice') deemed served on December 18, 2025. The notice of termination alleges the Tenant substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord by the following:
 - A. Excessive debris and domestic waste ('refuse') on the front and rear yard of the residential complex, in violation of the City of Hamilton By-Law No.10-118 section 4(1) which resulted in 2 penalty fines being charged to the Landlord for a total of due to non-compliance of the infractions dated June 17, 2025, and August 21, 2025, for a total of \$173.00, and an invoice dated October 17, 2025, for removal of garbage and cleanup of the front and back yard of residential property, in the amount of \$1,469.00.
 - B. The Tenant can rectify the issue by reimbursing the Landlord for all penalties incurred for a total of \$1,642.00.
5. At the hearing the Landlord's representative testified that the Tenant failed to pay the penalty costs for the City of Hamilton infractions and invoice for cleanup of the property within the voiding period. Based on the uncontested evidence before the Board, I am satisfied on the balance of probabilities that the N5 notice for substantial inference was not voided in accordance with subsection 64(3) of the *Residential Tenancies Act, 2006* ('Act'), as the penalty cost for the City of Hamilton by-law infractions and subsequent invoices for cleanup of the property were not paid within the voiding period. The cost of the penalties had not been paid to the date of the hearing.
6. At the hearing, the Landlord's representative explained that the Landlord has property management company that manages the property for the Landlord and they had direct contact with the Tenant regarding the Orders issued to the Landlord, pursuant to City of Hamilton By-Law No.10-118 section 4(1).
7. The Tenant was made aware of each City of Hamilton work orders issued as the City would deliver the notice to the property and the property manager would also discuss the infraction with the Tenant in person and provide 7 days to clean up the property, as required by the City.

8. The work orders also noted that if the Landlord failed to bring the property back to conformity, the municipality may take further measure to clean and clear property at the owner's own expense.
9. The Tenant failed to comply with the City order to comply notifications delivered to them, and as a result, the Landlord was fined \$173.00 and charged for the cleanup costs of the property of \$1,469.00 as a result of the Tenant's non-compliance. The Landlord submitted copies of the penalty notices as well as the invoice for cleanup costs as evidence.

Law and analysis

10. Subsection 64(1) and 68 (1) of the *Residential Tenancies Act, 2006* ('the Act') states:

64 (1) 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.

11. For the application to be successful, the Landlord must prove on a balance of probabilities that the conduct of the Tenant substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord, pursuant to sections 64 of the Act.
12. I have considered the Landlord's uncontested evidence, in which the Landlord's representative described the specific dates each violation of the City of Hamilton, where the Tenant failed to clean up debris and domestic waste on the front and rear yard of the residential complex, pursuant to the City of Hamilton By-Law No.10-118 section 4(1) which resulted in penalties to the Landlord. The notice provided the Tenant with the opportunity to pay the Landlord for the reimbursement costs, and the Tenant failed to reimburse the Landlord for the charges.
13. I accept the uncontested evidence of the Landlord and find that the Tenant substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord by failing to remove the debris and domestic waste from the residential complex in violation of the Municipal by-laws, and pay the Landlord for the costs incurred from the municipality. I accept the Landlord's evidence that the Tenant was provided an opportunity to void the notice and to pay the penalty fees to the Landlord and failed to do so. I also accept the Landlord's evidence that the Tenant's failure to remove the debris in the yard caused the Landlord costs for the removal fees and clean-up of the residential complex.
14. The Tenant was not present to contest the evidence of the Landlord.
15. I am satisfied that the Landlord has proven, on a balance of probabilities, that the Tenant substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord by failing to remove the debris and domestic waste from the front and backyard of the residential complex. And by doing so, the Landlord was charged a penalty fee from the municipality and incurred further costs for cleanup of the property.

Compensation for substantial interference: Reasonable Out-of-pocket Expenses

16. The Landlord's application claims that the Landlord was to pay out-of-pocket expenses for the penalty fees from work orders issued between June to October 2025, pursuant to the City of Hamilton By-Law No.10-118 section 4(1) and the cost of the removal of debris and domestic waste from the yard of the residential complex.
17. The Landlord's representative said that the Tenant did not remove the debris from the yard as per the work order issued by the municipality and the Landlord incurred penalty costs. Due to the actions of the Tenant, as noted above the Landlord cleaned up the property and was invoiced for the fees.
18. The Landlord submitted copies of the invoices from the City of Hamilton, for the by-law fines and the invoice for the removal fees at the property for the work completed.
19. The total amount charged to the Landlord is \$1,642.00.
20. Having heard the evidence of the Landlord's representative, I find that the costs incurred were supported by the invoices and that the out-of-pocket expenses were reasonable and incurred as a result of the Tenant failing to clean or maintain the rental unit or residential complex which substantially interfered with the Landlord's reasonable enjoyment of the unit and their lawful rights, privileges or interests.

Daily compensation and last month's rent deposit

21. The Landlord's representative said that the Landlord filed another application for rental arrears which has been decided. Therefore, the Landlord is no longer requesting daily compensation in this application. The last month's rent deposit was already settled in the other application and is not part of this order.
22. The Landlord incurred a cost of \$186.00 for filing this application and should be reimbursed by the Tenants for this cost.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of February 26, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$1,642.00, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the substantial interference.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenant must pay the Landlord is \$1,828.00.

5. If the Tenant does not pay the Landlord the full amount owing on or before June 5, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 6, 2026 at 4.00% annually on the balance outstanding.

May 25, 2026
Date Issued

Colette Myers
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.

