



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

Citation: Evans v Day, 2026 ONLTB 41823

Date: 2026-05-29

File Number: LTB-L-006450-26

In the matter of: 417 CAMPBELL ST
COBOURG ON K9A4C3

Between: David Evans Landlord

And

Ryan Day Tenants
Roxanne Burnette

David Evans (the 'Landlord') applied for an order to terminate the tenancy and evict Ryan Day and Roxanne Burnette (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises;
- the Tenants or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex.

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

David Evans (the 'Landlord') also applied for an order requiring Ryan Day and Roxanne Burnette (the 'Tenants') 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 Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

This application was heard by videoconference on May 21, 2026. Only the Landlord attended the hearing.

As of 9:35 AM, the Tenants were 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 set out below, the Landlord has proven, on a balance of probabilities, the grounds for termination of the tenancy and the claim for compensation. The tenancy is therefore terminated. The Tenants must vacate the rental unit on or before June 9, 2026.
2. The Tenants are also ordered to pay the Landlord \$50,186.00 for daily compensation, willful and/or negligent damage to the rental unit, and the cost of filing the application.

Defective N5 Notice of Termination

3. On December 16, 2025, the Landlord served the Tenants with an N5 notice of termination alleging willful or negligent damage to the rental unit by the Tenants or a permitted occupant.
4. The Landlord indicated that the notice was issued as both a first and second N5 notice. As a result, the N5 is defective.
5. The Landlord elected to proceed on the basis of the N6 notice of termination and withdrew the portion of the application based on the N5.

N6 Notice of Termination – Illegal Act

6. On December 24, 2025, the Landlord gave the Tenants an N6 notice of termination alleging illegal acts. The notice includes the following allegations:
 - On September 5, 2025, the Tenant, Ryan Day (R.D.), was arrested and charged with unauthorized possession of a firearm, pointing a firearm at another resident/tenant of Campbell Street, and discharging a firearm with intent.
 - On September 10, 2025, police arrived at the rental unit address and found illegal weapons (unregistered guns) in the unit. The Tenant, Roxanne Burnette (R.B.), was arrested and charged with possession of firearms.
7. The Landlord testified that on September 10, 2025, police contacted him while executing a search warrant at the rental unit. He was advised that R.B. would be arrested and that R.D. had been taken into custody on September 5, 2025, in relation to weapons charges.
8. The Landlord submitted media reports from *today's northumberland.ca*, *Coburg Neighbourhood Crime*, and the Coburg Police Service. Although the reports do not name the individuals, the details are consistent with the Landlord's testimony and the allegations in the N6.

Analysis

9. Section 61(1) of the Residential Tenancies Act, 2006 (the 'Act') provides that a landlord may give notice of termination if a tenant or permitted occupant commits an illegal act in the rental unit or residential complex.

10. Based on the Landlord's uncontested testimony and supporting evidence, I am satisfied, on a balance of probabilities, that an illegal act occurred in the rental unit.
11. In particular, I find that on September 10, 2025, police executed a search warrant at the rental unit and located restricted firearms. The possession of such weapons constitutes a serious offence under the *Criminal Code of Canada*.
12. The evidence establishes a clear nexus between the illegal activity and the rental unit, as the firearms were physically located within the unit at the time the search warrant was executed by police.
13. I therefore find that the Landlord has established the grounds for termination. The tenancy is terminated.

Daily compensation and rent deposit

14. The Tenants were required to pay the Landlord \$7,456.05 in daily compensation for use and occupation of the rental unit for the period from January 7, 2026 to May 21, 2026.
15. Based on the monthly rent, the daily compensation is \$55.23. This amount is calculated as follows: \$1,680.00 x 12, divided by 365 days.
16. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
17. The Landlord collected a rent deposit of \$1,600.00 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$18.78 is owing to the Tenants for the period from October 30, 2025 to May 21, 2026.

Compensation for damages

18. I find, on a balance of probabilities, that the Tenants, an occupant, or a person permitted by the Tenants willfully or negligently caused undue damage to the rental unit.
19. Given the duration, extent, and nature of the conditions described, including unreported leaks, severe infestation, and hoarding, the damage was, at minimum, the result of negligent conduct and, in some respects, demonstrates a willful disregard for the condition of the rental unit.
20. The Landlord testified that when police executed the search warrant, they observed severe hoarding conditions. The fire department attended and issued an evacuation due to unsafe and uninhabitable conditions.
21. The Landlord submitted a Notice of Immediate Threat to Life issued by the Coburg Fire Department confirming that all occupants were required to vacate the unit on September 10, 2025.
22. The Landlord testified that the unit sustained extensive damage, including:
 - structural damage caused by unreported water leaks and resulting mold

- widespread damage to walls, floors, cupboards, and ceilings
 - severe rat infestation, including significant contamination and destruction
23. Photographic evidence supports this testimony and shows extensive damage throughout the unit, including large openings caused by rodents, widespread contamination, water damage, mold, and extreme clutter consistent with a level 5–6 rating on the Clutter Image Rating Scale.
24. The Landlord submitted a signed declaration from contractor Michael MacKay, detailing the condition of the unit and the scope of required repairs. The estimate for remediation is \$74,650.00 before tax.
25. A second estimate places the repair cost at \$78,500.00 before tax.
26. The Landlord elected to limit his claim to the Board's monetary jurisdiction and seeks \$50,000.00.
27. Based on the uncontested evidence, I am satisfied that the damage was caused by the Tenants or permitted occupants and that the Landlord will incur repair costs of at least \$50,000.00.
28. The amount owing to the Landlord is more than the LTB's monetary jurisdiction. Under subsection 207(1) of the *Residential Tenancies Act, 2006* (the 'Act') the LTB may order payment up to \$50,000.00. Proceeding with this application at the LTB extinguishes any rights the Landlord may have to pursue the full amount owing at the LTB or a court. The Landlord was made aware of the LTB's monetary jurisdiction and chose to proceed with this application. Therefore, the Tenants is being ordered to pay \$50,000.00 for compensation, plus the Landlord's cost of filing the application.

Relief from eviction

29. The Landlord testified that children residing in the unit were removed by family services due to the condition of the premises. He also believes that R.D. is currently in custody and that only R.B. may be residing in the unit.
30. The Landlord was not aware of any circumstances that would support relief from eviction under subsection 83(2) of the Act.
31. 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. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before June 9, 2026.

2. If the unit is not vacated on or before June 9, 2026, then starting June 10, 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 June 10, 2026.
4. The Tenants shall pay to the Landlord \$50,186.00. This amount includes: daily compensation for the use of unit; the reasonable costs of repairing the damage and/or replacing the damaged property; and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. The amount the Tenants are ordered to pay, excluding costs, is limited by the LTB's monetary jurisdiction.
5. If the Tenants do not pay the Landlord the full amount owing on or before June 9, 2026, the Tenants will start to owe interest. This will be simple interest calculated from June 10, 2026 at 4.00% annually on the balance outstanding.

May 29, 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 of the Tenants expires on December 10, 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.