



**Order under Section 69 / 88.1 / 89  
Residential Tenancies Act, 2006**

**File Number:** LTB-L-107340-25

**In the matter of:** UNIT 5, 1566 ALLEN PLACE  
LONDON ON N5W2V8

**Between:** BIG HILL HOLDINGS LTD. Landlord

**And**

DIANE WOOD Tenant

BIG HILL HOLDINGS LTD. (the 'Landlord') applied for an order to terminate the tenancy and evict DIANE WOOD (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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

BIG HILL HOLDINGS LTD. (the 'Landlord') applied for an order requiring DIANE WOOD (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.

BIG HILL HOLDINGS LTD. (the 'Landlord') applied for an order requiring DIANE WOOD (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 April 7, 2026.

Only the Landlord's Legal Representative Nathalie De Rechter attended the hearing.

As of 9:29 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. N5 Notice of Termination Substantial interference

On November 13, 2025, the Landlord gave the Tenant an N5 notice of termination, which was deemed served on November 13, 2025, with a termination date of December 3, 2025. The notice of termination contains the following allegations:

- The Landlord's witness, Callista Tryon, testified that an inspection of the Tenant's rental unit was conducted on October 16, 2025. During the inspection, it was discovered that the smoke detectors had been removed from the unit. The inspector also observed significant clutter and hoarding conditions, including excessive plants, combustible materials, debris, and evidence of rodent activity.
  - Additionally, visible damage to the walls and floors was noted; however, the full extent of the damage could not be properly assessed due to the severity of the clutter.
  - The Tenant was also found to be keeping multiple animals in the unit, including two rabbits, three cats, one dog, one turtle, and one snake. The condition of the unit was deemed unsanitary and in violation of the City of London Animal Control By-law.
4. The Landlord submitted approximately sixteen photographs taken during the October 16, 2025, inspection. I have reviewed the photographs and find that they corroborate Ms. Tryon's testimony. The photographs depict significant accumulations of clutter, debris, garbage, and stored materials throughout the rental unit, substantially limiting access to portions of the premises.
  5. Ms. Tryon also testified that the Tenant was keeping two rabbits, three cats, one dog, one turtle, and one snake within the rental unit. While the Landlord alleged that the number of animals contravened municipal by-laws, no copy of the applicable by-law or evidence establishing a violation was introduced. Accordingly, I make no finding regarding any alleged municipal by-law breach. However, I have considered the presence of multiple animals as part of the overall circumstances contributing to the condition of the rental unit.
  6. I am satisfied on a balance of probabilities that, as of October 16, 2025, the condition of the rental unit created a genuine fire and safety risk. The removal of smoke detectors, combined with the accumulation of combustible materials and excessive clutter, posed a

significant risk to the safety of the Tenant, neighbouring occupants, and the residential complex. I am further satisfied that the condition of the rental unit substantially interfered with the Landlord's lawful interests by preventing the proper inspection, maintenance, and preservation of the premises.

7. The Tenant did not remedy the conditions described in the N5 notice within seven days after service. The evidence establishes that the clutter, removal of smoke detectors, and related safety concerns continued beyond the voiding period. I therefore find that the Tenant did not void the N5 notice pursuant to subsection 64(3) of the *Residential Tenancies Act, 2006* (Act).

8. Wilful or Negligent Damage

On November 13, 2025, the Landlord gave the Tenant an N5 notice of termination, which was deemed served on November 13, 2025, with a termination date of December 3, 2025. The notice of termination contains the following allegations:

- The Landlord's witness Callista Tryon testified that on October 16, 2025, an inspection was performed on the Tenant's rental unit. Based on what could be assessed despite the assess clutter/hoarding in the rental, the Landlord was ale to assess the following damages:
  - Damage repair to property entrance and affected areas - \$1500 •
  - Reinstallation of smoke detectors and fire safety devices - \$500 •
  - Repainting and repair of smoke-stained walls and ceilings - \$4500
  - includes all materials and supplies • Garbage removal includes dump fee - \$1100. Total estimate is \$7,600.00

9. Ms. Tryon testified that, due to the extensive clutter within the rental unit, a complete assessment of all damage could not be performed during the October 16, 2025 inspection. However, the Landlord was able to identify and assess damage in those areas that were accessible. The Landlord submitted an estimate setting out anticipated repair costs consisting of repairs to the entrance area and affected surfaces (\$1,500.00), reinstallation of smoke detectors and fire safety devices (\$500.00), repainting and repair of smoke-stained walls and ceilings (\$4,500.00), and garbage removal and disposal fees (\$1,100.00), for a total estimated cost of \$7,600.00.
10. I am satisfied that the evidence establishes undue damage to the rental unit. The photographs and testimony demonstrate that smoke detectors had been removed, substantial garbage accumulation existed throughout the premises, and walls and ceilings had been affected by smoke staining requiring repair and repainting. These conditions exceed ordinary wear and tear and constitute undue damage within the meaning of section 62 of the Act.
11. However, because portions of the rental unit were inaccessible at the time of inspection, I make no finding regarding any additional damage that may exist but could not be observed. My findings are limited to the damage that was directly observed and supported by the evidence before me.

12. The Tenant neither repaired the damage nor compensated the Landlord for the reasonable costs of repair within seven days after receiving the N5 notice. Nor did the Tenant make satisfactory arrangements with the Landlord to address the damage. Accordingly, the N5 notice was not voided pursuant to subsection 62(3) of the Act.
13. Based on the evidence before me, I find that the Tenant, or persons permitted in the rental unit by the Tenant, wilfully or negligently caused undue damage to the rental unit. I further find that the Landlord has established, on a balance of probabilities, that it will incur reasonable repair and remediation costs of \$7,600.00 arising from the damage identified during the inspection. The estimate provided is detailed, uncontradicted, and reasonably connected to the damage observed in the accessible portions of the rental unit. Accordingly, I find that the Landlord has proven the reasonable costs it will incur as a result of the Tenant's conduct.

### Analysis

14. Based on the uncontested evidence before me, I am satisfied that the Tenant engaged in conduct that substantially interfered with the Landlord's lawful rights, interests, and the safety of the residential complex within the meaning of section 64 of the Residential Tenancies Act, 2006. The Landlord's evidence, including the testimony of Callista Tryon and the photographic exhibits from the October 16, 2025, inspection, establishes that the rental unit contained significant accumulations of clutter, debris, combustible materials, and excessive personal items throughout the premises. The evidence further establishes that smoke detectors had been removed from their installed locations, creating a serious fire/life safety risk. I accept that these conditions materially impeded safe use and maintenance of the unit and posed a foreseeable risk to occupants and others in the residential complex. In the absence of any contradictory evidence from the Tenant, I find the Landlord's evidence to be reliable and sufficient to establish a breach under section 64.
15. I am also satisfied that the Tenant caused or permitted undue damage to the rental unit within the meaning of section 62 of the Act and failed to void the notice of termination within the statutory period. The Landlord's uncontested evidence establishes that smoke-stained walls and ceilings, damaged entrance areas, removal of fire safety devices, and extensive garbage accumulation were present in the unit at the time of inspection, requiring remediation and repair. The Landlord's estimated cost of \$7,600.00 is supported by a detailed breakdown of necessary work, including garbage removal, repainting, and reinstatement of smoke detectors. The Tenant did not remedy the conditions or compensate the Landlord within seven days of service of the N5 notice, and accordingly the notice was not voided pursuant to the Act. On this basis, I find the Landlord has established undue damage and entitlement to relief under section 62 on a balance of probabilities.

### 16. Daily compensation, NSF charges, rent deposit

The Tenant was required to pay the Landlord \$3,626.25 in daily compensation for use and occupation of the rental unit for the period from December 4, 2025, to April 7, 2026, less any amounts paid.

17. Based on the monthly rent, the daily compensation is \$29.01. This amount is calculated as follows:  $\$882.53 \times 12$ , divided by 365 days.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
19. There is no last month's rent deposit.
20. Relief from eviction

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 Tenant is terminated. The Tenant 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 Tenant shall pay to the Landlord \$3,626.25, which represents compensation for the use of the unit from December 4, 2025, to April 7, 2026, less any amounts paid.
5. The Tenant shall also pay the Landlord compensation of \$29.01 per day for the use of the unit starting April 8, 2026, until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$7,600.00, which represents the reasonable costs of repairing the damage and replacing the damaged property.
7. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
8. The total amount the Tenant must pay the Landlord is \$11,412.25, less any amounts paid.
9. If the Tenant does not pay the Landlord the full amount owing on or before June 9, 2026, the Tenant 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**

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Anthony Bruno  
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 Tenant 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.