



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Holt v Faulkner, 2026 ONLTB 42168

Date: 2026-06-01

File Number: LTB-L-013662-26

In the matter of: Unit 3, 40 LOYER ST
VANIER ON K1L5V8

Between: Marissa Holt Landlord
Kathleen Holt

And

Robert Faulkner Tenant

Marissa Holt and Kathleen Holt (the 'Landlords') applied for an order to terminate the tenancy and evict Robert Faulkner (the 'Tenant') because:

- 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 Landlords 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 May 20, 2026.

Only the Landlord, Marissa Holt, attended the hearing.

As of 10:41 AM, 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 tenancy is terminated and compensation is ordered.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On December 9, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the following allegations: that on April 29, 2025 at 5:00 am, officers used force to breach the building front door of 40 Loyer Street, the front door of unit 3, and two garage doors and a storage door in 40 Loyer Street's back garage. After speaking with the officers outside, I was told that they were executing a warrant. The Ottawa police report number is 25-107809. The case of the damages incurred was the police using force to breach the doors previously mentioned. As a result, the two front doors, their framing/structures that support the doors, and the handles and locks must be replaced. The garage and storage doors must also be fixed and their locks replaced, although the whole door won't need to be replaced. I will do the labour for the garage door and storage locks. The building's front door and unit 3's front door have been given a temporary fix so they can shut and lock but they are not very secure and will need to be completely replaced. The estimated costs to repair/replace the damages were \$4,700.60.
4. 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 *Residential Tenancies Act, 2006* (Act).
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. There is no last month's rent deposit.
7. The Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex. The damages detailed at the hearing were: Costs Total = \$4783.68 See Breakdown: 2x basic steel doors, including framing and labour (40 Loyer + unit 3) \$3821+ tax = 4317.73 (Keith Brown Construction) 2x Deadbolts @\$39.98x2+tax = 90.35 (Homedepot) 2x Handles @\$32.87 x2+tax = 74.28 HomeDepot 3 padlocks (2x garage doors and 1x storage) @\$23.98 x3 + tax = 81.29 HomeDepot 2 garage door + 1 storage locking hardware @\$33.36 x3+tax =113.09 HomeDepot Extra keys for all building occupants (x4) for 40 Loyer frontdoor @\$5.28 x4 + tax = \$23.86 HomeDepot; fees of \$74.58 and \$8.50 paid to the City of Ottawa.
8. The Landlord has incurred or will incur reasonable costs of \$4,783.68 to repair the damage and/or replace property that was damaged and cannot be repaired.
9. 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 12, 2026.
2. If the unit is not vacated on or before June 12, 2026, then starting June 13, 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 13, 2026.
4. The Tenant shall pay to the Landlord \$4,783.68, which represents the reasonable costs of repairing the damage and/or 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 must pay the Landlord is \$4,969.68.
7. If the Tenant does not pay the Landlord the full amount owing on or before June 12, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 13, 2026 at 4.00% annually on the balance outstanding.

June 1, 2026
Date Issued

Jeanie Theoharis
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 13, 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.