



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Canadian Mental Health Association Durham v Frazer, 2026 ONLTB 43122

Date: 2026-06-03

File Number: LTB-L-009765-26

In the matter of: 304, 700 DUNLOP ST W
WHITBY ON L1N1V5

Between: Canadian Mental Health Association Durham Landlord

And

Victoria Frazer Tenant

Canadian Mental Health Association Durham (the 'Landlord') applied for an order to terminate the tenancy and evict Victoria Frazer (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 willfully 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.

The Landlord 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 willfully 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 April 14, 2026.

Only the Landlord, represented by Heather Butt and Julie MacPhie, attended the hearing.

As of 2:02 PM, 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/or 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. On January 15, 2026, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the following allegations: the Tenant lost their keys to the unit, building and mailbox, there was a flood in the Tenant's unit and damages to the Tenant's unit, missing smoke detector, and the Tenant was yelling in their unit and/or to the Landlord's agents.
4. The Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
5. 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).
6. The Tenant was required to pay the Landlord \$2,342.97 in daily compensation for use and occupation of the rental unit for the period from February 11, 2026, to April 14, 2026.
7. Based on the monthly rent, the daily compensation is \$37.19. This amount is calculated as follows: \$1,131.26 x 12, divided by 365 days.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,131.26 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$45.01 is owing to the Tenant for the period from August 1, 2024 to April 14, 2026.
10. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
11. The Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex willfully or negligently caused undue damage to the rental unit or residential complex.
12. The Landlord has incurred or will incur reasonable costs of \$1,212.80 to repair the damage and/or replace property that was damaged and cannot be repaired.
13. 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 14, 2026.
2. If the unit is not vacated on or before June 14, 2026, then starting June 15, 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 15, 2026.
4. The Tenant shall pay to the Landlord \$2,342.97, which represents compensation for the use of the unit from February 11, 2026 to April 14, 2026.
5. The Tenant shall also pay the Landlord compensation of \$37.19 per day for the use of the unit starting April 15, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$1,212.80, which represents the reasonable costs of repairing the damage and/or replacing the damaged property.
7. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
8. The Landlord owes \$1,176.27 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
9. The total amount the Tenant must pay the Landlord is \$2,565.50.
10. If the Tenant does not pay the Landlord the full amount owing on or before June 14, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 15, 2026 at 4.00% annually on the balance outstanding.

June 3, 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 15, 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.