



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

File Number: LTB-L-004186-26

In the matter of: 11 PRINCESS ST E
WATERLOO ON N2J2H4

Between: Donald Reichert Landlord

And

Stephen Donoghue Tenant

Donald Reichert (the 'Landlord') applied for an order to terminate the tenancy and evict Stephen Donoghue (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 Tenant has been persistently late in paying the Tenant's rent.

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 Stephen Donoghue (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 April 15, 2026.

Only the Landlord attended the hearing.

As of 10:39 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 in the application. However, the tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions contained in this order.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

Substantial interference

3. On January 15, 2026, the Landlord gave the Tenant an N5 notice of termination deemed served on the same date. The notice of termination alleges that 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 between the summer of 2025 and January 10, 2026.
4. The Landlord and the Landlord's witnesses Cheryl Reichert and Emma Reichert provided testimony with respect to an event that occurred in the summer of 2025 where the Tenant cleaned the shared laundry room and placed a sign in the room indicating the other tenants were pigs. Additionally, the Landlord and his witnesses all complete maintenance tasks at the rental unit including snow removal. Both Cheryl Reichert and Emma Reichert provided testimony that in December 2025, the Tenant would critique how they were doing the snow removal and had become verbally abusive towards them. The Landlord also claims that the Tenant had performed unauthorized maintenance and removed cupboard doors from the kitchen during this time frame.
5. The Landlord provided no testimony or evidence that the Tenant's conduct continued during the voiding period.
6. Based on the evidence before me the Tenant stopped the conduct or activity or corrected the omission within seven days after receiving the N5 notice of termination. Therefore, the Tenant voided the component of the N5 notice of termination relating to substantial interference in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act). This portion of the Landlord's application is accordingly dismissed.

Wilful or Negligent Damage

7. The Landlord's N5 notice of termination, dated January 15, 2026, also alleges 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.
8. Subsection 62(1) of the *Act* provides:

62(1) a landlord may give a tenant notice of termination of the tenancy if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex willfully or negligently causes undue damage to the rental unit or the residential complex.

9. To succeed on this claim, the Landlord must establish the following:
- (a) physical damage to the rental unit or the residential complex;
 - (b) physical damage that is “undue”, meaning not normal wear and tear; and
 - (c) physical damage that is willfully or negligently caused by the tenant, another occupant of the rental unit or a person whom the tenant permitted in the residential complex.
10. The Landlord testified that in the spring of 2025 the Tenant removed a screen door from the rental unit, which the Landlord had to reinstall and on January 6, 2026 the Tenant had removed all the doors from the kitchen cabinets in his rental unit and placed them in the laundry room without the approval of the Landlord. The Landlord states that all maintenance pursuant to the lease agreement was to be completed by the Landlord only.
11. The Landlord further testified that on January 11, 2026 the Tenant cause damage to the residential complex by drilling into a wooden patio (deck) to install hooks, outdoor lighting and a thermometer.

Analysis

12. With respect to the removal of the screen door and kitchen cabinet doors the Landlord’s testimony was that the doors were not disposed of by the Tenant or damaged in anyway. They were only removed without permission. On the evidence before me I am not satisfied that the removal of the doors constitutes willful or negligent undue damage to the rental unit or residential complex.
13. In regard to the alleged damaged caused by drilling into a wooden patio to install hooks, outdoor lighting and a thermometer, I do not find that causing screw size holes to the wood patio constitutes willful or negligent undue damage to the rental unit or residential complex. Based on the photograph submitted by the Landlord, I find the installation of hooks, outdoor lighting and a thermometer akin to the hanging of pictures or window treatments within a rental unit and would constitute normal wear and tear.
14. I find that the Landlord has failed to prove the component of their N5 notice of termination in relation to damages on a balance of probabilities.

N8 Notice of Termination

15. On January 15, 2026, the Landlord gave the Tenant an N8 notice of termination (‘N8 Notice’) deemed served on the same date. The N8 notice alleges that the Tenant has persistently paid rent late 6 out of the last 7 months from July 2025 to January 2026. The rent is due on the 2nd day of each month. At the hearing the Landlord testified the dates of payments received by the Tenant in the N8 Notice were correct.
16. The Landlord testified that since the filing of the application rent had been paid late for February and March and as of the date of the hearing rent for April was still outstanding.
17. On the basis of the uncontested evidence before me, I find that the Tenant has persistently failed to pay the rent on the date that it was due.

18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for damages

19. The Landlord also seeks compensation for damages 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.
20. The Landlord produced no evidence with respect to the reasonable costs that he incurred or will incur as a result of any alleged damage to the rental unit or residential complex. As such this portion of the Landlord's claim is dismissed.

Relief from eviction

21. The Landlord seeks termination of the tenancy due to the persistently late payment of rent by the Tenant. The Tenant did not attend the hearing to provide submissions regarding their circumstances and the Landlord was unaware of any circumstances to consider with respect to relief from eviction.
22. 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 not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay the Landlord monthly rent owing on or before the second day of each month commencing July 2, 2026 and continuing thereafter until and including June 2, 2027.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this Order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.

5. 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

Sean Ramage
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.