



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

File Number: LTB-L-039397-25

In the matter of: 6, 839 Main Street East
Hamilton ON L8M 1L8

Between: RUPERT LYNCH Landlord

And

DYLLAN HIEBERT Tenant

RUPERT LYNCH (the 'Landlord') applied for an order to terminate the tenancy and evict DYLLAN HIEBERT (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises (L2 Application).

This application was heard by videoconference on April 14, 2026.

Only the Landlord's agent, Wayne Brian Lynch, attended the hearing.

As of **9:30am**, 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:

L1 Application – Non-Payment of Rent

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$800.00. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$26.30. This amount is calculated as follows: \$800.00 x 12, divided by 365 days.
5. The Tenant has paid \$10,400.00 to the Landlord since the application was filed.
6. The rent arrears owing to April 30, 2026 are \$(800.00).
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$800.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$74.64 is owing to the Tenant for the period from June 1, 2022 to April 14, 2026.

L2 Application – N7 Notice – Serious Impairment of Safety and Willful Damage

10. On May 8, 2025 the Landlord gave to the Tenant an N7 Notice of Termination with a termination date of May 31, 2025. The notice alleges that on May 7, 2025 at approximately 2:00pm the Tenant and their guest were cooking food on the ground with wood burning in a barbeque unattended. They also note that there was a dog tied to the fence and barking and lunging at people walking by. They further allege that on this date extensive damage was found inside the rental unit including holes punched in the walls, the bedroom doors were broken and removed, and the front windows were broken, and drawers were also broken.
11. The Tenant's unit is contained within a rooming house. The Tenants room is on the main floor in unit 6 referred to as the north bedroom. They share common area spaces in the complex including the kitchen, bathroom, living room and outdoor space. They have caused damage and taken up occupancy with their guests in the other bedroom on the same floor.
12. The Landlord failed to serve the Tenant with their respective evidence regarding the damage in the unit including photographs of damage. On this basis, I do not find it appropriate to allow the Landlord to rely on undisclosed evidence. Accordingly, the evidence at the hearing is all based on the oral testimony of the Landlords agent and their knowledge of the incidents listed in the N7 Notice.
13. The Landlords agent testified that they received a complaint from their brother/Landlord regarding the dogs being on a leash at the property lunging at people passing by. He was provided a video of the issue. On this basis, he attended the property at approximately 2:00pm on May 7, 2025 and saw that the two dogs of the Tenants were now loose around the side of the rental property. They submit that the Tenant had an open flame with wood burning in a barbeque on the ground and that it was left unattended. They further submit that the Tenant has been using the broken fence boards in order to burn in their open barbeque, however, they were unsure which wood was being burned in the barbeque when they arrived.

14. Although the property is shared with multiple residents, the Landlord's agent submits that the Tenant is responsible for their broken bedroom window. They further submit that during this inspection they noted a large hole in the Tenants bedroom which was big enough for someone to stick their head through it. They state that the Tenant told them that they had to lock themselves in their room because another person was trying to get at them and this other person is responsible for the damage to the wall. Further, the door to the other bedroom had been broken including the frame and the Tenants guests had set up tents in the other bedroom without the consent of the Landlord. There are painted pictures with markers and lyrics of songs on the walls with permanent marker. There are also drawings with profanity and graffiti on the walls and punch holes in the door to the southern bedroom. There is also damage to the kitchen wall with large holes in the unit.
15. The Landlord submits that it is unclear on which date the damage was actually caused, but that they noted it on their May 7th inspection date and then issued the N7 Notice as a result of their inspection. They further submit that the damage cannot be done negligently as graffiti is not accidental and the large head-sized hole is not something that can be done by accident or negligently. Further, the Tenant admitted that his guest had punched that hole in the wall trying to get to them.
16. According, based on the uncontradicted evidence and on a balance of probabilities, I find that the Tenant or a guest or a person permitted in the unit by the Tenant has wilfully caused damage to the rental unit.
17. I further accept that the Tenant leaving a fire burning outside unattended to be a serious impairment of another person's safety. It goes without saying that allowing an open unattended flame to burn within close proximity to a building and a wood fence could reasonably be expected to catch the house or adjacent wood fence on fire.
18. The Landlord further submits that they are aware that the hydro to the property was disconnected on June 17, 2025 and had still not been placed in good standing as of the hearing date. The Landlord submits that the hydro meter was tampered with, and this is why the meter was removed on June 17, 2025. They are unsure who exactly tampered with the metre in the property but the fact that it is disconnected suggests that it was either the Tenant or their guests based on the behavioural patterns.
19. They further submit that they attended the unit on the week prior to the hearing in order to fix a shower in another unit where an older gentleman resides. He testified that this older gentleman does not often complain because they feel vulnerable and are afraid of retaliation by the Tenant. The Tenant was running an extension cord from their unit into the gentleman's unit in order to get hydro access. The Landlord is concerned about retaliation also and has been supplementing their hydro by \$50.00 per month to reduce the impact on them based on the ongoing issues with the Tenant.
20. The Tenant did not attend the hearing to make submissions regarding their unique circumstances to consider any discretionary relief from eviction.
21. Given the submissions of the Landlord and the damage being caused to the unit and the risk of fire, considering two weeks prior to the hearing the Tenant had the fire burning in the barbeque again, I find that granting any conditional relief would be prejudicial to the

Landlord and I also find that an expedited order is appropriate based on the safety and security of other residents of the residential complex.

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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. Pursuant to the L2 Application, 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. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application. The amount of the rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant.
3. As of the date of the hearing, the Tenant owes the Landlord \$(1,920.44). See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlord compensation of \$26.30 per day for the use of the unit starting April 15, 2026 to the date the Tenant moves out of the unit.
5. 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.
6. 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.
7. 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. **The Sherrif is requested to expedite the enforcement of this order.**

June 4, 2026

Date Issued

Terri van Huisstede

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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To April 14, 2026	\$9,168.20
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	-\$10,400.00
Less the amount of the last month's rent deposit	-\$800.00
Less the amount of the interest on the last month's rent deposit	-\$74.64
Total amount owing to the Landlord	-\$1,920.44
Plus daily compensation owing for each day of occupation starting April 15, 2026	\$26.30 (per day)