



Order under Section 69 Residential Tenancies Act, 2006

Citation: Bartlett v Labrecque, 2026 ONLTB 43696

Date: 2026-06-09

File Number: LTB-L-078933-25

In the matter of: 6, 9 RICHFIELD PL
KINGSTON ON K7M6Y2

Between: Jeremy D. Bartlett Landlord

And

Zachary Labrecque Tenant

Jeremy D. Bartlett (the 'Landlord') applied for an order to terminate the tenancy and evict Zachary Labrecque (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes ('the L1 Application').

The Landlord also applied for an order to terminate the tenancy and evict 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 damaged the rental unit or the residential complex.
(‘the L2 Application’)

This application was heard by videoconference on May 11, 2026. Only the Landlord and the Landlord's legal representative, George Brown, attended the hearing.

As of 9:39 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:

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 \$550.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$18.08. This amount is calculated as follows: \$550.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to May 31, 2026 are \$8,250.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

L2 Application – Substantial Interference & Damages

9. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and claim for compensation in the application. Therefore, the tenancy between the Landlord and the Tenant is terminated effective June 20, 2026. The Tenant must move out of the unit on or before June 20, 2026.

Landlord's evidence

10. On September 3, 2025, the Landlord served the Tenant with an N5 notice of termination with a termination date of September 23, 2025.
11. The notice alleges that the Tenant substantially interfered with another tenant's reasonable enjoyment of the residential complex and with the Landlord's lawful rights, privileges, or interest, and that the Tenant wilfully or negligently damaged the rental unit or residential complex. Specifically, the notice alleges that between May 13, 2024, and September 3, 2025, the Tenant repeatedly engaged in disruptive, threatening, and unsafe behaviour in a shared rental property. Additionally, the notice alleges that the Tenant caused approximately \$2,500.00 damage to the rental unit by slashing kitchen cupboards, walls, and appliances with a knife.
12. Under subsection 64(3) of the Act, the notice is void if the Tenant, within seven days of receiving it, stops the conduct or corrects the omission.
13. In this case, the seven-day voiding period ran from September 4 to 10, 2025.
14. The notice advised the Tenant that, to void it, the Tenant was required to cease the offending behaviour and either repair the damaged property or pay the Landlord's estimated cost of \$2,500.00 for the repairs.

15. The Landlord submitted photographs of the rental unit taken on May 25, 2025. The photographs show a deep "X"-shaped scratch on the refrigerator door, a name carved into cabinetry, deep vertical scratches on the stove, and slash marks on the drywall. The Landlord testified that other tenants in the unit reported that the Tenant caused this damage using a knife.
16. The Landlord testified that he performs contracting work and intends to complete the repairs himself. He stated that three cupboard doors have knife slashes and that five to six walls require repair and repainting. He does not intend to replace the refrigerator or stove at this time. The Landlord testified that the cost of materials alone will be at least \$2,500.00.
17. The Landlord testified that there were no further complaints about the Tenant's behaviour during the voiding period from September 4 to September 10, 2025. However, the Tenant has neither repaired the damage nor paid the Landlord's estimated repair costs.

Analysis

18. As there were no reports of substantially interfering behaviour during the voiding period, my analysis focuses on Reason 2 in the notice of termination.
19. Based on the uncontested evidence, I find on a balance of probabilities that the Tenant wilfully or negligently damaged the rental unit. The damage to the cabinets, appliances, and walls, as shown in the photographs, reflects deliberate acts using a sharp object. Although the Landlord's evidence as to the identity of the person who caused the damage was hearsay, such evidence is admissible in tribunal proceedings. In the absence of any contrary evidence from the Tenant, I am satisfied that it is more likely than not that the Tenant caused the damage.
20. I am also satisfied that the Tenant did not void the N5 notice. The Tenant neither repaired the damage nor paid the Landlord's reasonable estimate of the cost of repairs.

Relief from Eviction

21. The Landlord testified that he attempted to assist the Tenant by contacting the Tenant's stepmother. The stepmother advised that she had attempted to contact the Tenant, but the Tenant did not respond. The Landlord suspects that the Tenant may be experiencing mental health issues; however, the Tenant has not disclosed any such issues or sought accommodation.
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 20, 2026.

2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing, plus the amount owing to the Landlord for damages, and the cost of filing the application.
3. As of the date of the hearing, the Tenant owes the Landlord \$8,084.88 for rent arrears and costs.
4. The Tenant shall also pay the Landlord \$2,500.00 for reasonable costs the Landlord will incur to repair or replace damages within the rental unit which were willfully or negligently caused by the Tenant.
5. The total amount the Tenant owes the Landlord is \$10,584.88. *See Schedule 1 for the calculation of the amount owing
6. The Tenant shall also pay the Landlord compensation of \$18.08 per day for the use of the unit starting May 12, 2026, until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before June 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 21, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 20, 2026, then starting June 21, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 21, 2026.

June 9, 2026
Date Issued

Melissa Anjema
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 expires on December 21, 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 Hearing Date	\$7,898.88
Application Filing Fee	\$186.00
Landlord's cost to repair damages	\$2,500.00
Total amount owing to the Landlord	\$10,584.88
Plus daily compensation owing for each day of occupation starting May 12, 2026	\$18.08 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	