



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Kingston Home Base Non Profit Housing Inc. v Goudey, 2026 ONLTB 40279

Date: 2026-06-05

File Number: LTB-L-012379-26

In the matter of: 2, 27 JOHN ST
KINGSTON ON K7K1S8

Between: Kingston Home Base Non Profit Housing Inc. Landlord

And

Scott Goudey Tenant

Kingston Home Base Non Profit Housing Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Scott Goudey (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 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 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 16, 2026.

The Landlord's legal representative Nicola Diak and the Landlord's agent Torrie Hawley attended the hearing.

Melanie Powers testified at the hearing in support of the Landlord's application.

As of 1:45 p.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. Therefore, a conditional order requiring the Tenant to address the issues identified in the notice is issued. However, the claim for compensation in the application is dismissed, as explained below.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On January 21, 2026, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the following allegations:
 - October 15, 2025: a staff member of the Landlord observed excessive clutter, drug paraphernalia, suspected illicit substances, and damage to the floors of the residential complex. The staff member was also unable to access a window due to the condition of the residential complex.
 - November 19, 2025: the same staff member observed similar conditions in the residential complex and advised the Tenant that a contractor would attend the unit on November 27, 2025, to attend to the window.
 - November 27-28, 2025: clutter prevented the contractor from measuring the window.
 - December 2, 2025: the same staff member observed additional belongings stored in a common room of the residential complex that appeared to belong to someone who is not an occupant of the residential complex. The staff member also observed garbage being blown from the back porch of the residential complex into the surrounding neighbourhood.
 - December 4, 2025: the items observed on December 2, 2025, plus unknown suspected illicit substances, were observed by the staff member during a follow-up inspection of the common areas of the residential complex.
 - January 8, 2026: multiple staff members attended the residential complex for an inspection and observed excessive clutter and suspected illicit substances.
4. The Tenant did not stop the conduct or activity within seven days after receiving the N5 notice of termination. Melanie Powers, the Landlord's agent, testified that she returned to the residential complex on February 5, 2026, to inspect its conditions and found the issues identified in the N5 notice – in particular, the clutter in the common areas – were still present and the condition of the unit to be largely unchanged. Based on this testimony – which is corroborated by photo evidence submitted by the Landlord - I am satisfied on a balance of probabilities that no corrective action was taken by the Tenant during the voiding period. The substantial interference caused by the clutter was not corrected and there does not appear to have been any efforts to remediate damage to the floor of the rental unit.

5. Ms. Powers, a Supportive Housing Coordinator who works for the Landlord, testified about the allegations contained in the notice. She testified to the following:
 - On October 15, 2025, Ms. Powers attended the residential complex with a colleague and observed significant amounts of clutter, drug paraphernalia, illicit substances, and damage to the floors and walls of a common area. She testified that she spoke with the Tenant about the need to declutter the space and restore the common area to a habitable state. She testified that both the Tenant and the other resident of the unit were “very possessive” of the clutter in the common areas.
 - On November 19, 2025, Ms. Powers returned to the residential unit in an attempt to get measurements of a window in the common area of the residential complex that required replacement. She testified that she was unable to do so due to the continued presence of the clutter.
 - On December 2, 2025, and December 4, 2025, Ms. Powers attended the unit and offered the Tenant assistance in resolving the ongoing clutter issue, but that the assistance was refused by the Tenant.
 - On January 8, 2026, Ms. Powers attended the unit because of reported concerns about the continued state of the common areas of the residential complex. Ms. Powers testified that she took photos of the state of the unit during this inspection and found the clutter issue to be continuing and observed drug paraphernalia and unknown substances throughout the common areas. She testified that she and her colleague were required to wear personal protective equipment in the residential complex due to the concerns about unknown substances.
6. I found Ms. Powers’s testimony to be credible, consistent, and corroborated by the photographic evidence she presented at the hearing. I am satisfied, based on this testimony, that the Landlord has proven the allegations of substantial interference with the Landlord’s reasonable enjoyment of the residential complex. In particular, Ms. Powers testified that there is another rental unit in the residential complex that is currently sitting vacant as the Landlord is unable to rent the unit out to another individual due to safety concerns, frustrating the Landlord’s social housing mission.
7. With respect to the allegations of wilful damage, I am satisfied based on Ms. Powers testimony that the Tenant or a person permitted into the residential complex by the Tenant wilfully damaged the walls and floors of the common room, as observed by Ms. Powers on October 15, 2025.
8. However, I am not satisfied that the Landlord has proven the reasonable costs that the Landlord has incurred or will incur as a result of the damage and therefore am dismissing the claim for compensation sought under section 89 of the Act. The Landlord’s application specifically refers to damage to the flooring and walls of the common area and states that the amount claimed is an estimate by the Landlord’s staff.
9. The Landlord submitted several invoices at the hearing, but it is unclear that these invoices pertain to the wall/floor damage cited in the application. Rather, they appear to relate to other costs the Landlord has incurred with respect to the residential complex. The invoices post-date the Landlord’s application and pertain to dumpster rentals, kitchen repairs, and

plumbing service. However, these instances of damage are not articulated on the Landlord's application and, therefore, they are not properly before the Board. Therefore, the claim for compensation is dismissed.

10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. 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.
12. At the hearing, the Landlord's legal representative indicated that the Landlord is not seeking to immediately terminate the tenancy and is inclined towards providing the Tenant with one further opportunity to remedy the conditions of the residential complex. Given the Landlord's submissions and the fact that the Landlord is a social housing provider, I agree that such an approach is not unfair to the Landlord in all of the circumstances. This approach is consistent with the longstanding principle that termination of tenancies is to be regarded as a last resort.
13. As such, a conditional order is issued pursuant to the terms below. The order provides the Tenant with a reasonable period to restore the rental unit to an appropriate condition and to maintain certain conditions going forward during the tenancy. If the Tenant breaches these conditions, the Landlord may file an application to evict the Tenant within 30 days of an alleged breach without further notice to the Tenant.

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 remove all garbage, debris, and unsafe materials (including illicit substances and drug paraphernalia) from the rental unit on or before June 30, 2026.
3. The Tenant shall not allow unsafe clutter or debris to accumulate in the common areas of the residential complex (including the yards) from July 1, 2026, to June 30, 2027.
4. For the remainder of the tenancy, the Tenant shall not use or allow any other person to use the common areas of the residential complex for the storage or consumption of any illicit substance or drug paraphernalia.
5. For the remainder of the tenancy, the Tenant shall not permit any overnight guests to sleep in the common areas of the residential complex.
6. If the Tenant fails to comply with the conditions set out in paragraphs 2, 3, 4 or 5, 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.

June 5, 2026
Date Issued

Jeremy Henderson
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.