



**Order under Section 69 / 88.1 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-108561-25

In the matter of: 1460 HEATHERINGTON RD
Ottawa ON K1V6S1

Between: Joy Ugo Landlord
Ohiokalode Ugo

And

Mollie Colton Tenant
Dylan Tinant

Joy Ugo and Ohiokalode Ugo (the 'Landlord') applied for an order to terminate the tenancy and evict Mollie Colton and Dylan Tinant (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

Joy Ugo and Ohiokalode Ugo (the 'Landlord') also applied for an order requiring Mollie Colton and Dylan Tinant (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.

Joy Ugo and Ohiokalode Ugo (the 'Landlord') also applied for an order requiring Mollie Colton and Dylan Tinant (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on April 9, 2026.

Only the Landlord Joy Ugo attended the hearing.

As of 1:37 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.

When the capitalized word “Landlord” is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word “Tenant” is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities some of the grounds for the claim for compensation in the application. Therefore, the Tenant shall compensate the Landlord \$1,179.15 for the replacement of a refrigerator, plus the Landlord’s cost of filing this application.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Landlord served the Tenant with a first N5 notice of termination alleging that the Tenant removed a refrigerator supplied and owned by the Landlord from the rental unit without permission. The Landlord claimed \$1,179.15 for the replacement cost of the refrigerator.
4. The N5 notice relied on by the Landlord is not valid for the purpose of terminating the tenancy. The notice was served on January 16, 2026, and gave a termination date of January 24, 2026. This provided only 8 days between service of the notice and the termination date. Accordingly, the notice did not provide the minimum required time before the termination date. As a result, the notice does not comply with the requirements of the Residential Tenancies Act, 2006 (the “Act”) and cannot support an order terminating the tenancy.
5. Because the N5 notice is invalid for termination purposes, the Landlord’s L2 application is also invalid to the extent that the Landlord seeks termination of the tenancy and eviction of the Tenant based on that notice. As a result, no order will be made terminating the tenancy or evicting the Tenant.
6. At the hearing, I explained the issue with the N5 notice to the Landlord. The Landlord elected to proceed with the hearing on the claim for compensation for out-of-pocket expenses only, specifically the cost of replacing the refrigerator. The Landlord did not proceed with the request to terminate the tenancy.
7. The Landlord also withdrew the additional claim for damages to the rental unit. That withdrawn claim related to alleged damage and cleaning issues, including floors, cabinets, structural and electrical issues, appliances, toilets, waste in the unit, and unsanitary conditions. The amount claimed for those additional damages was approximately \$51,415.00. Because that portion of the claim was withdrawn, no findings are made about those alleged damages.

8. It is the Landlord's uncontested evidence that the rental unit included a refrigerator supplied by the Landlord. The Landlord inspected the rental unit and discovered that the Landlord's refrigerator was no longer in the unit. When the Landlord asked the Tenant what happened to the refrigerator, the Tenant advised that it was "missing." The Landlord observed that the Tenant was using a different refrigerator that had not been supplied by the Landlord.
9. The Landlord's evidence is that the Landlord returned to the rental unit after January 2, 2026, and the Landlord's refrigerator was still not present. Based on the uncontested evidence before me, I find that the refrigerator was removed from the rental unit and was not returned. The Landlord also provided documentary evidence corroborating their claim that the refrigerator is valued at \$1,179.15.
10. I am satisfied on a balance of probabilities that the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex removed or failed to return the Landlord's refrigerator. I find that this substantially interfered with the Landlord's lawful right, privilege or interest in relation to the rental unit and the Landlord's property.
11. The Landlord claimed \$1,179.15 for the replacement cost of the refrigerator. Based on the uncontested evidence before me, I find that this amount is reasonable and represents an out-of-pocket expense incurred or to be incurred by the Landlord as a result of the substantial interference.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenant shall pay to the Landlord \$1,365.15, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the substantial interference, and the cost of filing the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before July 3, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 4, 2026 at 4.00% annually on the balance outstanding.

June 22, 2026
Date Issued

Kyle Anderson
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.