



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-001024-26

In the matter of: 6, 696 SECOND LINE W
SAULT STE. MARIE ON P6C2K9

Between: Sault Ste. Marie Housing Corporation Landlord

And

Sonya Cyr Tenant

Sault Ste. Marie Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Sonya Cyr (the 'Tenant') because 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.

This application was heard by videoconference on April 8, 2026.

Only the Landlord's Agent, Alison Brooks, attended the hearing.

As of 1:27 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 in the application. Therefore, the tenancy between the Landlord and the Tenant will terminate.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On October 22, 2025, the Landlord served the Tenant with a N5 Notice alleging that, on or about October 21, 2025, the Tenant has wilfully or negligently caused undue damage to the premises due to the excessive clutter and unsafe conditions in the unit resulting from the garbage throughout, pest infestation, and cat and urine feces inside the rental unit and estimated a \$2,500.00 to repair or replace the damaged flooring in the unit.

4. Section 68(1) of the *Residential Tenancies Act, 2006* (the 'Act') states:

A landlord may give a tenant notice of termination of the tenancy if,

(a) a notice of termination was given to the tenant under section 62, 64 or 67, and

(b) more than seven days but less than six months after the notice mentioned in clause (a) was given to the tenant, an activity takes place, conduct occurs or a situation arises that constitutes grounds for a notice of termination under section 60, 61, 62, 64 or 67, other than an activity, conduct or a situation that is described in subsection 61(1) and that involves an illegal act, trade, business or occupation described in clause 61(2) (a).

5. Pursuant to section 68(1) of the Act, the Landlord served the Tenant with a second N5 Notice on December 10, 2025. The Landlord's application is based on the second N5 Notice. Accordingly, the Landlord need not prove the truthfulness of the allegations in the first N5 Notice, only that it is valid and meets the statutory requirements contained in section 62 of the Act. I am satisfied that it does.
6. The Landlord presented photos of the unit evidence supporting the allegations contained in the first N5 notice.
7. In the second N5 Notice, the Landlord provided details regarding a subsequent inspection that occurred on November 25, 2025, when the Landlord entered the unit and found the condition of unit had worsened.
8. The Landlord provided oral testimony that the Landlord attempted to assist the Tenant with various community supports and the Tenant refused.
9. On November 25, 2025, when the Landlord attended the property again, she found that there was no change in the rental unit and unit continued to be in a deplorable state with a strong stench of cat urine and excessive cat feces, garbage, pest infestation, and clutter throughout the unit. The Landlord provided photos to support the oral testimony.
10. The Landlord sought termination of the tenancy and not an order for repair or replacement costs.
11. The Tenant did not attend the hearing to provide evidence.
12. It was uncontested that the rental unit was not maintained by the Tenant and as a result the Tenant wilfully or negligent causes undue damage to the unit because excessive cat feces and the strong smell of cat urine throughout the unit when the Notice was served.
13. I accept the oral testimony of the Landlord and their truthfulness that on November 25, 2025, the Tenant did not clean up the unit as required in the notice.
14. Based on the uncontested evidence before me, I am satisfied on a balance of probabilities that the Tenant has wilfully or negligently caused undue damage to the premises due to the due to the state of excessive clutter, strong smell of cat urine, cat feces in the unit.

Relief from Eviction

15. The issue to be determined is whether, notwithstanding the breaches of the Act, it would be unfair in all the circumstances to grant relief from eviction.
16. The Landlord requested an order terminating the tenancy to April 30, 2026, based on the previous signed N11 Agreement to End the Tenancy.
17. The Landlord said the state of the units continues to decline and she has safety concerns about the clutter and the state of the unit and the damage in the unit from the cat feces and urine. She submitted that she has been unable to contact the Tenant. The Landlord has attempted to connect the Tenant with a community agency to assist, but the Tenant refuses any outside help.
18. The Tenant was not present to submit their circumstances for the Board to consider that may cause the Board to delay or deny the eviction.
19. 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. Given the time between the hearing the issuance of the order, the Tenant has already been given some time to find housing.

Rent deposit and costs

20. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
21. There is no last month's rent deposit.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 27, 2026.
2. If the unit is not vacated on or before June 27, 2026, then starting June 28, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 28, 2026.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$186.00.

6. If the Tenant does not pay the Landlord the full amount owing on or before June 27, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 28, 2026 at 4.00% annually on the balance outstanding.

June 16, 2026
Date Issued

Colette Myers
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 28, 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.

