



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

File Number: LTB-L-007211-26

In the matter of: 203, 18 AINSLIE ST S
CAMBRIDGE ON N1R3K1

Between: 2515773 Ontario Inc. Landlord

And

Krista Hatt
Matthew Sutherland Tenants

2515773 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Krista Hatt and Matthew Sutherland (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant; and
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

2515773 Ontario Inc. (the 'Landlord') also applied for an order requiring Krista Hatt and Matthew Sutherland (the 'Tenants') 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 Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

2515773 Ontario Inc. (the 'Landlord') also applied requiring Krista Hatt and Matthew Sutherland (the 'Tenants') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' conduct or that of another occupant of the rental unit or someone the Tenants 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 May 6, 2026.

Only the Landlord's legal representative Peter Janowski attended the hearing.

As of 12:02 p.m., the Tenants were 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 and the claim for compensation in the application. Therefore, the tenancy between the Landlord and the Tenants is terminated. The Tenants must vacate the rental unit on or before July 3, 2026.
2. The Tenants were in possession of the rental unit on the date the application was filed.

N5 Notice of Termination- Substantial Interference/Wilful or Negligent Damage

3. On January 12, 2026, the Landlord gave the Tenants a first, voidable N5 notice of termination with a termination date of February 2, 2026. The notice of termination contains the allegations that:
 - June 30, 2025- guests of the Tenants were making noise and causing disturbances throughout the night; a guest of the Tenants kicked another tenant's door; the Tenants kicked another tenant's dog; the Tenants dispose of drug paraphernalia in the hallway of the residential complex;
 - Noise Complaints- November 7, 2025, November 17, 2025, November 27, 2025, December 1, 2025;
 - January 6, 2026- unsanitary unit conditions and damage discovered;
 - January 6, 2026- domestic dispute between the Tenants; another tenant intervened and was threatened.
4. Heather Wright (HW) testified in relation to the allegations listed in the N5 notice relating to guests, disturbances, noise, and other behavioural issues. HW's testimony was corroborated by handwritten notes she made that were submitted at the hearing.
5. Section 64(3) of the Act provides that a first N5 notice of termination is void if, within seven days after receiving the notice, the tenant stops the conduct or activity, or corrects the omission.
6. The Landlord's N5 notice was served to the Tenants on January 12, 2025, and accordingly, the relevant seven-day voiding period ends January 19, 2026.
7. HW testified that the behaviours are still continuing, the Tenants consume drugs in the hallway, and that 20 minutes prior to the commencement of the hearing the Tenants had attempted to "pick the locks" of HW's door.
8. Despite HW's general testimony that the Tenants' behaviour is continuing, I am not satisfied there is sufficient evidence to find that any of the alleged behaviours occurred during the seven-day voiding period.

9. Upon a review of the handwritten notes submitted in evidence and the Landlord's document brief, there is no documentary evidence showing additional behavioural issues occurred or reoccurred during the seven-day voiding period.
10. Therefore, the Landlord has not proven that the Tenants did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination. Therefore, the Tenant voided the allegations relating to guests, disturbances, noise, and other general conduct issues contained in the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
11. Andrew Weisler (AW) testified that he is a tenant in another building owned by the Landlord and assists with general maintenance tasks. AW's evidence is that he has been in this role for approximately 3-4 years and responds to requests from tenants for assistance and maintenance.
12. AW gave evidence that he performed an inspection of the Tenants' rental unit on January 6, 2026, and found the unit was in poor condition with feces on the floor, garbage piled up, an infestation of flies, and various damage.
13. AW submitted a photograph he took during the inspection and testified that the photograph depicts spilled liquids on the floor, dog feces, and "signs of bugs".
14. AW testified that he performed a follow-up inspection "a week or two" later (during the seven-day voiding period) and submitted photographs from the subsequent inspection showing that the unit condition had not improved. The photographs depict more clutter, debris, garbage, and belongings throughout the rental unit.
15. AW also testified that during the inspection he noticed there was damage to electrical receptacles, hanging wires, and a broken heater. AW's evidence is that the repairs to the entire rental unit would likely total \$20,000-\$30,000.00 however, the Landlord's estimate of \$1,550.00 to repair only the baseboard heater and electrical outlets was reasonable.
16. Based on the uncontested evidence before me, I am satisfied that the Landlord has proven the allegations of substantial interference contained in the N5 notice relating to garbage, clutter, and cleanliness in the rental unit. The Tenant did not void these allegations in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
17. Further, I am also satisfied that the Landlord has proven the Tenant caused wilful damage to the rental unit. The uncontested evidence is that the Tenant did not repair the damage, pay the Landlord the reasonable costs to repair the damage or make arrangements satisfactory to the Landlord within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (Act).

Compensation for Substantial Interference / Compensation for Damage

18. The Landlord claimed compensation for substantial interference in the amount of \$2,000.00 for the anticipated cost to clean the rental unit. There was no testimony in relation to the amount of compensation claimed for substantial interference, and no documentary evidence was submitted to substantiate the Landlord's estimated cost.

19. Accordingly, the Landlord has not proven the reasonable out of pockets costs they will incur as a result of the substantial interference.
20. The Landlord also claims compensation for damage in the amount of \$1,550.00 to repair the electrical outlets and the heater.
21. Despite there being no invoice submitted to substantiate the estimated cost to repair the damage, AW testified that the cost to replace the electrical outlets and the heater would have been determined "by the office", and is reasonable. I accept AW's uncontested testimony that \$1,550.00 is a reasonable cost to repair these two items.
22. The Landlord will incur reasonable costs of \$1,550.00 to repair the damage or replace property that was damaged and cannot be repaired.

Daily compensation, Rent Deposit and Costs

23. The Tenants were required to pay the Landlord \$3,210.36 in daily compensation for use and occupation of the rental unit for the period from February 3, 2026, to May 6, 2026, less any rent payments made by the Tenants for this period.
24. Based on the monthly rent, the daily compensation is \$34.52. This amount is calculated as follows: \$1,050.00 x 12, divided by 365 days.
25. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
26. The Landlord collected a rent deposit of \$1,050.00 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$47.82 is owing to the Tenant for the period from May 15, 2024, to May 6, 2026.
27. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenants are required to pay.

Relief from Eviction

28. The Landlord's legal representative requested termination of the tenancy and eviction.
29. The Tenants did not attend the hearing, and I am without submissions or evidence requesting a delay or denial of eviction. The Tenants have failed to maintain the rental unit in a state of ordinary cleanliness and have caused damage to the rental unit. There would be continued prejudice to the Landlord if the tenancy were to persist.
30. 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. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before July 3, 2026.

2. If the unit is not vacated on or before July 3, 2026, then starting July 4, 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 July 4, 2026.
4. The Tenants shall pay to the Landlord \$3,210.36, which represents compensation for the use of the unit from February 3, 2026, to May 6, 2026. The Landlord shall deduct from this amount any rent payments made by the Tenants for this period.
5. The Tenants shall also pay the Landlord compensation of \$34.52 per day for the use of the unit starting May 7, 2026, until the date the Tenants move out of the unit.
6. The Tenants shall pay to the Landlord \$1,550.00, which represents the reasonable costs of repairing the damage or replacing the damaged property.
7. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
8. The Landlord owes \$1,097.82 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenants.
9. The total amount the Tenants must pay the Landlord is \$3,848.54.
10. If the Tenants do not pay the Landlord the full amount owing on or before July 3, 2026, the Tenants 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 McGraw
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 January 4, 2027 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.