



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Strickland v Andersen, 2026 ONLTB 47887

Date: 2026-06-24

File Number: LTB-L-014116-26

In the matter of: 8, 416 STEWART ST
PETERBOROUGH ON K9H4B3

Between: Brandon Strickland Landlord

And

Kathrine Marie Andersen Tenant

Brandon Strickland (the 'Landlord') applied for an order to terminate the tenancy and evict Kathrine Marie Andersen (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 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 June 2, 2026.

The Landlord and the Tenant attended the hearing. The Tenant was assisted by a housing support worker, Leigh Carrod.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and/or the claim for compensation in the application.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On December 24, 2025, the Landlord gave the Tenant an N5 notice of termination related to events that occurred on November 17, 2025. The notice of termination contains the following allegations:
 1. Kevin Goudreau, a person visiting or living with the Tenant engaged in threats, antisemitic slurs and anti-LGBTQ slurs at the property.
 2. A fire was a result of food being left unattended on the Tenant's stove resulting in the fire department attending. Upon inspection, it was also noted that the smoke detector had been removed from its location. This resulted in danger to the building and its occupants. As a result of the fire, there was damage to the unit.
4. The Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination. The Tenant explained that Kevin Goudreau helps her with her health-related needs. She acknowledges that when he drinks, he is intolerable and his actions are not good. She does not want Kevin Goudreau at her unit but has been unable to stop Kevin Goudreau from attending at her unit. The Tenant is responsible for the actions of her visitors. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
5. 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).
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. The Landlord collected a rent deposit of \$800.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$138.42 is owing to the Tenant for the period from February 1, 2017 to June 2, 2026.
8. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
9. The Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex. As a result of the fire, there was damage to the interior of the rental unit, as well as significant damage to the stove.
10. The Landlord has incurred or will incur reasonable costs of \$791.00 to repair the damage and/or replace property that was damaged and cannot be repaired.
11. The Landlord sought a delayed termination date of March 31, 2027. The Tenant has resided there for 12 years, has health related issues, and has limited income in trying to find a new rental unit. She has contacted police to have Kevin Goudreau removed from her rental unit when his behaviour becomes problematic, however, she has not been successful in having him removed from her unit. 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.

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:
 1. ensure the smoke detector is properly mounted in its designated location within the rental unit.
 2. not permit Kevin Goudreau to visit or occupy the rental unit.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 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.
4. The Tenant shall pay to the Landlord \$791.00, which represents the reasonable costs of repairing the damage and/or replacing the damaged property.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenant must pay the Landlord is \$977.00.
7. If the Tenant does not pay the Landlord the full amount owing on or before July 5, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 6, 2026 at 4.00% annually on the balance outstanding.

June 24, 2026
Date Issued

Jeanie Theoharis
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.