



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

File Number: LTB-L-015717-26

In the matter of: 14, 796 Shelborne St
London ON N5Z4Y4

Between: Odell Jalna Residences of London c/o M.F. Arnsby Property Management Ltd. Landlord

And

Carlie Scott Tenant

Odell Jalna Residences of London c/o M.F. Arnsby Property Management Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Carlie Scott (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:

- compensation for each day the Tenant remained in the unit after the termination date.
- 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 15, 2026.

Only the Landlord's Legal Representative Jennifer Smith attended the hearing.

As of 10:11 AM, 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.

Preliminary Issues:

1. The Landlord's Representative requested to amend the application to claim the fridge and stove removal costs as arising from substantial interference, not damage. Given that the amount claimed is not affected, I am satisfied that there is no prejudice to the Tenant. The amendment was granted.

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.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On February 5, 2026, the Landlord gave the Tenant an N5 notice of termination ('N5 Notice'), alleging that the Tenant substantially interfered with the Landlord and wilfully or negligently caused undue damage to the rental unit.
4. 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).
5. Based on the uncontested evidence of the Landlord, I make the following findings of fact. In early 2025, the front door of the rental unit was kicked in. The door and frame were damaged. The Landlord incurred reasonable costs of \$1,892.75 to repair the damage. In April 2025, the Tenant removed the front door lock. The Landlord incurred reasonable costs of \$203.40 to install a new one. In the summer of 2025, the Tenant moved the fridge and stove from the kitchen to the outside patio. The Landlord incurred reasonable costs of \$169.50 to remove the fridge and stove.
6. There are no rent arrears to the hearing date. Based on the monthly rent, the daily compensation is \$4.57. This amount is calculated as follows: \$139.00 x 12, divided by 365 days.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$98.13 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$0.94 is owing to the Tenant for the period from January 1, 2026, to June 15, 2026.
9. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
10. 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. The Tenant was not present to advise the Board of their circumstances. The Landlord's Representative was not aware of any reasons to delay or deny eviction.

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 July 6, 2026.
2. If the unit is not vacated on or before July 6, 2026, then starting July 7, 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 7, 2026.
4. The Tenant shall also pay the Landlord compensation of \$4.57 per day for the use of the unit starting July 1, 2026, until the date the Tenant moves out of the unit.
5. The Tenant shall pay to the Landlord \$2,265.65, which represents the reasonable costs of repairing the damage.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes \$99.07 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
8. The total amount the Tenant must pay the Landlord is \$2,352.58.
9. If the Tenant does not pay the Landlord the full amount owing on or before July 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 7, 2026, at 4.00% annually on the balance outstanding.

June 25, 2026
Date Issued

Kate Sinipostolova
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 7, 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.