



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Matthey-Vasquez v Chrystian, 2026 ONLTB 49539

Date: 2026-06-30

File Number: LTB-L-010955-26

In the matter of: 3, 11 CEDAR AVE
HAMILTON ON L8M3A6

Between: Pablo Matthey-Vasquez Landlord

And

Alexander Chrystian Tenant

Pablo Matthey-Vasquez (the 'Landlord') applied for an order to terminate the tenancy and evict Alexander Chrystian (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 and 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 claimed compensation for each day the Tenant remained in the unit after the termination date.

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 May 19, 2026.

Only the Landlord, the Landlord's witnesses, Taylor Greer, Connor Dénommée and Caitlin Millen, and the Landlord's representative, Erika Knox, attended the hearing.

As of 9:19 a.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.

It should be noted that at 4:54 p.m., an observer identified herself as the Tenant. She stated she kept getting disconnected but had been holding for two hours. It was unclear when she initially signed into the hearing since she was not present in the hearing room when the application was heard. I advised her that the hearing of the application had taken place in the morning and that she would receive a copy of the Board's order in due course.

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 is terminated. The Tenant shall pay the Landlord \$35,257.81.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The unit is one of three units in a detached home. The Tenant's unit is on the top (i.e. third floor). There is another unit on the second floor and another unit on the ground floor.
4. The Tenant moved into the unit in 2018.
5. On December 11, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination alleging that on March 4, 2025, the Landlord found the state of the Tenant's unit (i.e. unclean, unsanitary, clogged sinks, leaking toilet, foul smell) had caused water to leak into the unit below and the smell was interfering with other tenant's reasonable enjoyment. As well, the Tenant changed the locks on the door on two occasions without providing the Landlord with replacement keys.
6. Section 68 provides that a Landlord is allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act) if more than seven days but less than six months after the first N5 notice is given, 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.
7. Therefore, on December 30, 2025, the Landlord gave the Tenant a second N5 notice of termination alleging that:
 - On December 11, 2025, the Landlord observed an accumulation of garbage on the landing outside the Tenant's unit;
 - During the December 19, 2025 inspection, there was an overwhelming odour of rot, mould and human waste and the unit was found to be in a state of extreme disrepair. The Landlord's contractor stated that the unit had to be gutted and estimated over \$54,000.00 to repair the damage.
8. The Landlord testified that the Tenant resided in the unit when he purchased the building in 2019. She has a history of drug use, then passing out and allowing the bath to overflow which it has done on multiple occasions. The Tenant's toilet is constantly backing up and sinks overflow. The Landlord has observed buckets of feces in the unit which create a foul smell, as well as burn marks on the ceiling. The Landlord states that the unit will have to be gutted.
9. With respect to the first N5 notice, the Landlord stated that when he inspected the unit on March 4, 2025, he discovered
 - Filth
 - Garbage
 - Needles
 - Holes in the wall

- Water pooling on the ground;
 - Liquid leaking from the fridge
 - Burn marks on the walls
 - Buckets of human waste
 - Foul smell
10. The Landlord produced photographs taken by him on March 4, 2025 [Doc 7950983, pages 30-50] confirming the state of the unit.
 11. Despite several inspections after the first N5 notice was served, the state of the Tenant's unit did not improve. After continued complaints from other tenants about the smell from the Tenant's unit and the state of the landing outside her unit, the Landlord conducted another inspection on December 19, 2025, this time accompanied by his contractor.
 12. The Landlord produced photographs taken by him on December 19, 2025 [Doc 7950983, pages 97-121) confirming the state of the unit. The photographs show water damage on the door and ceiling in the unit underneath the Tenant, the bathroom sink and bathtub full of garbage and debris, extreme clutter, garbage and debris throughout the unit, backed up kitchen sinks and overall filth.

Landlord's witness – Connor Dénommée ('CD')

13. CD is the tenant on the ground floor. He testified that the Tenant and her friends often play loud music and yell late at night and leave drug paraphernalia and garbage around the property which creates a safety hazard in the residential complex. On October 7 and 8, 2025, the Tenant left garbage outside the door to his unit and on April 23, 2026, she left garbage in front of his car. Usually it is the Tenant's mother and aunt who clean up the garbage although other people do come as well.
14. CD stated that the smell of the Tenant's garbage is horrendous. He has observed her pouring waste into the drains outside forcing him to close his windows because of the smell. He has also experienced unknown individuals smoking drugs in front of his door, the smell of which permeates into his unit. Occasionally, he has called the police because of the Tenant and her guests.

Landlord's witness – Taylor Greer ('TG')

15. TG is the tenant in the second-floor unit, located underneath the Tenant's unit. She testified that there have been three major leaks from the Tenant's unit which has, among other things, caused damage to her furniture. TG stated that there is constant noise related to the Tenant's unit with people going up and down the stairs and banging on the door to get in. She says the Tenant piles garbage in front of TG's entry door and that the smell from the garbage and the Tenant's unit is so bad that TG has to tape up the vents in her unit to try to minimize the smell. She said there is drug paraphernalia all over the residential property.
16. Based on the uncontested evidence before me, I find that the Tenant has failed to maintain the unit in a state of ordinary cleanliness and that this conduct has substantially interfered with other tenants' reasonable enjoyment of the residential complex, as well as the lawful rights, privileges and interests of the Landlord.

17. I am also satisfied that the Tenant has wilfully or negligently caused undue damage to the rental unit. The Landlord's photographs confirm extreme clutter, garbage, debris, large holes and gouges in the drywall, damaged or removed cabinetry, damaged flooring, etc. that is beyond normal wear and tear.

Compensation for damages

18. The Landlord's contractor advised him that the unit will have to be completely gutted and given its hazardous state (i.e. needles and human waste) hazmat suits will be required. The Landlord produced a copy of the contractor's estimate [Doc 7950983, page 123-124] indicating it will cost \$54,769.80 to complete repairs to the unit. The estimate reads, in part, *"please note unit is a hazard due to high amounts of back up sewage and rotting food and debris"*.
19. Given that the Board's monetary jurisdiction is \$50,000.00, the Landlord agreed to waive any amount for damages over \$50,000.00.
20. Black's Law Dictionary defines damage as loss, injury, or deterioration, caused by the negligence, design, or accident of one person to another, in respect of the latter's person or property, and wear and tear as deterioration or depreciation in value by ordinary and reasonable use of the subject matter. Here, the pictures depicting the state of the unit speak for themselves; the unit is damaged well beyond what would be considered regular wear and tear, even for a long-term tenancy. What I must consider, however, is the issue of betterment.
21. The Landlord did not produce any photographs of the state of the unit when he purchased the residential complex in 2019 nor provide submissions on how old items, such as kitchen cabinets or flooring, were. It is expected that a Landlord will have to paint a unit after a Tenant vacates, especially one that has lived in the unit since 2018. Given that the Landlord provided no submissions with respect to betterment, I have considered same as set out below:

Item	Claimed Amount	Award
Demolition	\$8,000.00	\$8,000.00
Drywall – includes new shower backer hydro block for washroom joint sealant & water tested	\$9,760.00	\$6,832.00 (30% reduction for betterment)
Flooring	\$3,250.00	\$2,275.00 (30% reduction for betterment)
Cabinetry	\$15,890.00	\$7,945.00 (50% reduction for betterment)
Finish carpentry	\$2,890.00	\$2,023.00 (30% reduction for betterment)
Paint	\$3,670.00	\$0.00
Tiling	\$5,660.00	\$3,962.00 (30% reduction for betterment)
Subtotal awarded:		\$31,037.00
HST 13%		\$ 4,034.81
Balance owed:		<u>\$35,071.81</u>

22. I find that the Landlord will incur reasonable costs of \$35,071.81 to repair the damage.

Daily compensation and rent deposit

23. Based on the monthly rent, the daily compensation is \$24.20. This amount is calculated as follows: \$736.00 x 12, divided by 365 days.

24. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

25. There is no last month's rent deposit.

Duty to accommodate

26. While evidence of a mental health diagnosis for the Tenant was not available for the hearing, the Landlord believes the Tenant suffers from mental health issues and drug addiction and should not be living by herself. He stated she lacks the capacity to report or request maintenance. As such, it is possible that the Tenant's conduct may be related to a disability under the [Human Rights Code](#), R.S.O. 1990, c. H.19, as amended (the "Code"). This triggers the Landlord's duty to accommodate the Tenant's disability related needs up to the point of undue hardship.

27. The Landlord stated that he is in regular contact with the Tenant's mother and aunt and that they do attend at the property to help clear the garbage. However, the Tenant refuses to speak with her mother and her aunt does not want to be too stern in case the Tenant stops speaking with her as well. The Landlord has tried to arrange for a weekly cleaning service to assist the Tenant but she refuses

28. The courts have concluded that when a tenant refuses the landlord's disability accommodation efforts, the landlord cannot be held to be in violation of the accommodation requirement.

29. As the Supreme Court of Canada stated in *Renaud v. Central Okanagan School District No. 23*, the person requiring accommodation is a necessary participant who advises of their needs, suggests reasonable solutions, and accepts offers of reasonable accommodations. If reasonable accommodations are refused, the adjudicator may find that the duty to accommodate has been adequately discharged.

30. Additionally, if there are competing interests, such as the landlord's duty to ensure the safety of others in the residential complex – the residential community as a whole – the risk of harm to others may take precedence over the individual tenant's rights.

31. The uncontested evidence shows that the Landlord has pursued familial support for the Tenant and has actively engaged in trying to provide cleaning services for the Tenant to try to address the issues in her unit. The Tenant has declined both her mother's help and cleaning assistance.

32. The unsanitary condition of the rental unit continues to present a troubling safety risk to the Tenant and other tenants. The Tenant's conduct hampers the Landlord's ability to fulfill his statutory duty to ensure the safety of all residents. In my view, the Landlord has tried to

accommodate the Tenant's disability related needs. The Tenant's refusal to accept the reasonable supports offered means the Landlord can no longer accommodate the Tenant without experiencing considerable hardship.

Relief from eviction

33. Given the damage to the unit and the disruption to other tenants in the building (i.e. loud music, moving furniture around, foot traffic, leaking water, garbage and odour from her unit, the Landlord requests that the tenancy be terminated.
34. 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. Neither the Tenant nor anyone on her behalf attended the hearing to provide evidence of her circumstances.

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 11, 2026.
2. If the unit is not vacated on or before July 11, 2026, then starting July 12, 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 12, 2026.
4. If the unit is not vacated on or before July 11, 2026, then starting July 12, 2026, Tenant shall pay the Landlord daily compensation of \$24.20 for each day until they move out.
5. The Tenant shall pay to the Landlord \$35,257.81. This amount includes the reasonable costs of repairing the damage and the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before July 11, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 12, 2026 at 4.00% annually on the balance outstanding.

June 30, 2026
Date Issued

Karen Gonçalves
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 6, 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.