



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

File Number: LTB-L-010689-26

In the matter of: 17, 433 DUFFERIN AVE
LONDON ON N6B1Z7

Between: PH London Holdings Inc. Landlord

And

Terry O'Brien Tenant

PH London Holdings Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Terry O'Brien (the 'Tenant') because:

- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises.

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

This application was heard by videoconference on June 23, 2026.

Only the Landlord's legal representative Kevin Kok and Landlord's agent Paula Hodgson attended the hearing.

The Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. The Landlord informed the Board that the Tenant is current incarcerated, however they served their evidence and the Notice of Hearing directly to the Tenant on June 5, 2026. 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N6 Notice of Termination

3. On January 29, 2026, the Landlord gave the Tenant an N6 notice of termination deemed served the same date. The notice of termination contains the following allegations:
 - On January 10, 2026, at approximately 4:22pm, the Tenant communicated to the Landlord through the security camera in the building's hallway that he was going to disable the cameras. This threat to destroy or damage personal property contravenes section 246.1(1)(b) of the *Criminal Code*.
 - On January 13, 2026, at approximately 2:10pm, the Tenant set up a ladder in the hallway and cut various wires in an attempt to disable the hallway cameras. Instead, the Tenant disabled the alarm system and fob entry system to the building. This contravenes section 430(1)(a) and (b) of the *Criminal Code*.
 - On January 17, 2026, at approximately 10:15am, the Tenant was arrested as a result of the actions.

N7 Notice of Termination

4. On January 29, 2026, the Landlord gave the Tenant an N7 notice of termination deemed served the same date. The notice of termination contains the following allegations:
 - On January 13, 2026, at approximately 2:10pm, the Tenant set up a ladder in the hallway and cut various wires in an attempt to disable the hallway cameras. Instead, the Tenant disabled the alarm system and fob entry system to the building. This is wilful damage to property.

Testimony of Paula Hodgson

5. The witness is the owner of the Landlord corporation. The Landlord purchased the residential complex approximately five years ago and inherited the Tenant. The witness self-manages the residential complex and personally deals with any tenant complaints.
6. The Landlord entered a video from January 10, 2026 at 4:22pm into evidence. In the video, the Tenant is looking into a camera located in the hallway and begins speaking directly to the Landlord. In the video the Tenant threatens to disable the security cameras.
7. The Landlord also entered various videos from January 13, 2026 into evidence. In the videos, the Tenant climbs a ladder and begins to unscrew the cover to an electrical box. The Landlord testified that the box contains wires to the building's alarm and security system. The Tenant took the cover off, exposing the electrical wires. He subsequently waves to the camera, pulls out wire cutters, and begins to cut the wires. After cutting a few wires, a spark is seen. The cut wires resulted in issues with the security and fob systems in the building.
8. The same date the Landlord hired a company called Security Concepts to attend the residential complex to inspect the cut wires. The Landlord entered a receipt for \$161.03 into evidence for repair of the wires and get the system back running.

9. The witness testified that she provided these videos of the Tenant to police, and on January 17, 2026, the Tenant was arrested for damage to property as well as mischief.
10. After the incident, the Tenant had returned to the rental unit but his conduct worsened. The Tenant is currently incarcerated for various other actions conducted on the residential complex such as slashing another tenant's tires and chasing the witness' husband with a butcher knife. He has been ordered not to return to the rental unit unless he is with a police escort. Videos from April 13, 2026 were entered into evidence which support the incidents described by the witness.
11. The witness testified that there is a general fear of the Tenant from other tenants in the building.

Analysis

12. Section 61 of the *Residential Tenancies Act* (the Act) states:

61 (1) A landlord may give a tenant notice of termination of the tenancy if the tenant or another occupant of the rental unit commits an illegal act or carries on an illegal trade, business or occupation or permits a person to do so in the rental unit or the residential complex.

13. Section 246.1(1)(b) of the *Criminal Code* states:

264.1 (1) Every one commits an offence who, in any manner, knowingly utters, conveys or causes any person to receive a threat

(b) to burn, destroy or damage real or personal property

14. Section 430(1)(a) of the *Criminal Code* states:

430 (1) Every one commits mischief who wilfully

(a) destroys or damages property

15. Section 75 of the Act states:

75 The Board may issue an order terminating a tenancy and evicting a tenant in an application under section 69 based on a notice of termination under section 61 whether or not the tenant or other person has been convicted of an offence relating to an illegal act, trade, business or occupation

16. Based on the uncontested evidence of the Landlord, I find that the Tenant has committed an illegal act on the residential complex. The evidence shows that the Tenant clearly threatened to damage the security camera system on January 10, 2026. Furthermore, the evidence shows that the Tenant clearly damages the security system on January 13, 2026. This is a contravention of both sections 246.1(1)(b) and 430(1)(a) of the *Criminal Code*.

17. Section 62 of the Act states:

62 (1) A landlord may give a tenant notice of termination of the tenancy if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex wilfully or negligently causes undue damage to the rental unit or the residential complex.

18. I find that the Tenant has wilfully damaged property on the residential complex. The conduct seen in the videos is deliberate and calculated, first the Tenant threatens to break the cameras then follows through a few days later. This is especially evidence when the Tenant waves at the camera prior to cutting the wires.

Relief from 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. The Landlord is unaware of any circumstances of the Tenant and the Tenant did not attend to provide submissions.

20. Furthermore, the evidence is clear that the Tenant's conduct is escalating in nature. The evidence suggests the residents in the building are fearful of the Tenant. As a result, I find no reason to delay or deny the eviction.

Daily Compensation

21. The Tenant was required to pay the Landlord \$2,892.25 in daily compensation for use and occupation of the rental unit for the period from March 1, 2026 to June 23, 2026.

22. Based on the monthly rent, the daily compensation is \$25.15. This amount is calculated as follows: \$765.00 x 12, divided by 365 days.

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

24. The Landlord collected a rent deposit of \$605.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$93.78 is owing to the Tenant for the period from January 1, 2018 to June 23, 2026.

25. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay. Any payments made by the Tenant after February 28, 2026 shall be applied to this order.

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 1, 2026.
2. If the unit is not vacated on or before July 1, 2026, then starting July 2, 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 2, 2026. The Sheriff is requested to expedite the enforcement of this order.
4. The Tenant shall pay to the Landlord \$2,892.25, which represents compensation for the use of the unit from March 1, 2026 to June 23, 2026.
5. The Tenant shall also pay the Landlord compensation of \$25.15 per day for the use of the unit starting June 24, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes \$698.78 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 \$2,379.47. Any payment made by the Tenant after February 28, 2026 shall be applied to this order.
9. If the Tenant does not pay the Landlord the full amount owing on or before July 1, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 2, 2026 at 4.00% annually on the balance outstanding.

June 26, 2026
Date Issued

Brett Lockwood
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 2, 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.